Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, September 10, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

a **0893-24** Table of Motions: Council Work Session, August 27, 2024

Attachments: TOM 082724

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0897-24** A Resolution initiating a Zoning Ordinance text amendment to amend Article 17 and allow for electronic digital billboards. [Council Office, Hall]

Attachments: 6.11.24 GGP Summary and Motions
Reso 0897-24 to Initiate electronic billboard zota 4854-7498-7747 v.1.docx
R-478-2024

b **0898-24** A Resolution initiating a Zoning Ordinance text amendment to amend Articles 3, 8 and 23A, revising terms and conditions for short-term rentals. [Council Office, Hall]

Attachments: 8.29.24 GGP Summary and Motions
Reso 0898-24 ZOTA for revisions to short term rentals 4891-4207-6387 v.1.d
R-479-2024

c **0896-24** Recognition: Jessica Allinder, Division of Procurement

d **0895-24** Presentation: Annual ARPA Update

Attachments: Annual ARPA Work Session Presentation 2024

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0826-24** A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grants with the Unitarian Universalist Church of Lexington (UUCL), for Stormwater Quality Projects, increasing the Grant award by the sum of $60,522.40, from $299,477.60 to $360,000.00. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Contract Change Order
Photo
UUCL WQ Incentive Grant
RESO 0826-24 Increasing Change Order for UUCL 4879-4889-4429 v.1.docx
R-466-2024

b **0834-24** A Resolution authorizing the Div. of Streets and Roads to purchase first aid training from Red Cross, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Red Cross, related to the purchase, at a cost not to exceed $1,520. [Div. of Streets and Roads, Allen]

Attachments: Red Cross First Aid Training FY2025 memo
Red Cross Training Agreement FY2025
Reso 0834-24 Red Cross Training 4892-8710-2944 v.1.docx
R-467-2024

c **0836-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Addendum No. 1 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Dept. of Justice, Bureau of Justice Assistance Grant Program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619. [Council Office, Hall]

Attachments: 25 - Blue Sheet Memo UKRF Agreement
Addendum to LFUCG-UK CDAR Agreement - Unsigned
RESO 0836-24 UKRF- CPOOL Project 4891-0144-0483 v.1.docx
R-468-2024
Contract #273-2024

d **0837-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for the Town Branch Park Access Improvements Project, increasing the Contract price by the sum of $50,000, from $100,000 to $150,000. [Div. of Engineering, Burton]

Attachments:
TB Park Access Improvements Memo.pdf
Town Branch Park Access Improvements - Mod No1.pdf
837-24 strand 4853-5581-0781 v.1.docx
R-469-2024
001-2024 - 028-2024 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025

e **0847-24** A Resolution authorizing the Div. of Police to purchase Integrated Ballistic Identification System Safeguard Warranty and Protection Plan from Forensic Technology Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Forensic Technology Inc., related to the procurement at a cost not to exceed $20,878.60. [Div. of Police, Weathers]

Attachments:
Cover Memo - Forensic Technology Inc. - SafeGuard Warranty and Protectior
Forensic Technology - SafeGuard Warranty and Protection Plan (August)
NIBIN-IBIS 2025 SOLE SOURCE CERTIFICATION
847-24 forensic tech 4884-8212-4256 v.1.docx
R-458-2024
Contract #259-2024
Contract #259-2024

f **0850-24** A Resolution authorizing and directing the Mayor, or her designee, on behalf of the Urban County Government, to execute Change Order No. 1 to the License Agreement with Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), and any other necessary document related thereto, for additional permit fees for the Spurr and Dotson Pump Station Sanitary Sewer Infrastructure Project, increasing the contract by the sum of $20,000, from $21,135 to $41,135. [Div. of Water Quality, Martin]

Attachments:
Blue Sheet Memo
License Agreement
Map
RailPros Invoice
Change Order Contract
0850-24 - Change order 1 to Norfolk License 4891-5811-8627 v.1.docx
R-470-2024

g **0851-24** A Resolution authorizing and directing the Mayor, on behalf of the

Urban County Government, to execute Addendum No. 2 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for year three of the expanded First Responders and Community Partners Overdose Prevention Project, at a cost not to exceed $99,997. [Dept. of Social Services, Allen-Bryant]

Attachments: 25 - Bluesheet Memo UKRF
UKRF Addendum No. 2 for Mayor Signature
RESO 0851-24 (UKRF Addendum No. 2) 4876-8626-0448 v.1.docx
R-459-2024
Contract #321-2024

h **0852-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program, for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, which Grant funds are in the amount of $1,800,000 in Federal funds for Fiscal Year 2025, for equipment and facility upgrades at Lexington Fayette Urban County Government Materials Recovery Facility, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Howard]

Attachments: 25-Blue Sheet Memo EPA SWIFR Award
4Z-03D94724-0 Lexington-Fayette Urban County-OMB Form - Notice of Awa
BA 13253
RESO 0852-24 (EPA SWIFR Grant) 4857-7090-3264 v.1.docx
R-471-2024

i **0859-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Meadowthorpe Neighborhood Association, to fund a Public Art Project, with funds from the percent for Art Fund, in celebration of the Meadowthorpe Neighborhood's 75th anniversary, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $21,250. [Mayor's Office, Lyons]

Attachments: Meadowthorpe public art project council memo
Meadowthorpe_Signed and Notarized_Grant Contract_08192024
RESO 0859-24 (Meadowthorpe Neighborhood Association) 4860-7354-8000
R-472-2024
Contract #260-2024

j **0866-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO VALUEPOINT, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Attachments: BlueSheet Memo
LFUCG - Konica Minolta Multi-Function Devices Model PA 2024 (1)
NASPO+187962_EQUIP_MASTER_Catalog_A-F_7.15.2024(1)
0866-24 - Konica cooperative agreement 4879-9852-4643 v.1.docx
R-473-2024
Contract #272-2024

k **0867-24** A Resolution of the Lexington-Fayette Urban County Government accepting an additional Grant of $1,186,810 (for a total of $13,054,095) in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the design and construction of Ultraviolet Disinfection Systems at each Wastewater Treatment Plants as part of the Consent Decree Remedial Measures Plan Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 25-Blue Sheet Memo GAA UV Project
KIA_GrantAssistanceAgreement_21CWS027
BA 13236 add'l funds
RESO 0867-24 (KIA Grant) 4891-1363-4016 v.1.docx
R-474-2024
Contract #255-2024
Contract #255-2024 Amended and Restated

l **0870-24** A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 2 to the Agreements with Tetra Tech, Inc., for the Former Jacks Creek Pike Landfill Improvement Project, for the Div. of Water Quality, decreasing the Contract price by the collective sum of $36,900, from $156,350 to $119,450. [Div. of Environmental Services, Carey]

Attachments: bluesheet memo Tt Raven Run Landfill Bioswale Change Order 2
2024 Change Order #2 for Oversight signed 4 of 5
RESO 0870-24 (CO #2 Jacks Creek Pike Landfill Improvement Project) 4865-R-475-2024
Contract #120-2022

m **0877-24** An Ordinance amending the Unclassified Civil Service authorized strength by transferring one (1) unclassified position of Administrative Specialist, Grade 516N, to the Div. of Revenue, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: 25-0013
From To 25-0013
ORD 0877-24 Transfer Administrative Specialist 4887-5594-0576 v.2.docx
O-101-2024

n **0878-24** An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Odor Control Manager, Grade 523E, in the Div. of Water Quality, creating one (1) classified position of Traffic Engineer, Grade 525E, in the Div. of Traffic Engineering, creating one (1) classified position of E911 Manager, Grade 527E, in the Div. of Enhanced 911, effective July 1, 2024. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0001b
From To 25-0001b
ORD 0878-24 Abolish Create Water Quality, Traffic Engineering, Enhanced 9
O-102-2024

o **0880-24** An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Construction Supervisor, Grade 524E, and creating one (1) unclassified position of Construction Manager, Grade 531E, all in the Dept. of Environmental Quality, effective upon passage of Council. [Div. of Human Resources, George]

Attachments: Bluesheet Memo 25-0004
From To 25-0004
HR Fiscal Impact- 25-0004
ORD 0880-24 Abolish Create EQPW 4882-4285-8720 v.1.docx
O-103-2024

p **0881-24** A Resolution authorizing the Div. of Emergency Management to purchase the Alert Notification System from Everbridge Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban

County Government, to execute any necessary Agreement with Everbridge Inc., related to the procurement at a cost not to exceed $118,427.79. [Div. of Emergency Management, Larkin]

Attachments: Bluesheet Memo 8-29-2024
Everbridge Renewal 2024 - Lexington-Fayette Urban County Government
Everbridge Master Agreement with Addt'l Terms
Everbridge Sole Source 2024-2025
881-24 everbridge 4888-0118-2177 v.1.docx
R-460-2024

q **0882-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement, the final form of which is subject to the approval of the Dept. of Law and the Div. of Grants and Special Programs, with Davis Park Station Limited Liability Limited Partnership, under the HOME Investment Partnerships Program, to allocate an additional $277,576 of Federal funds awarded under the American Rescue Plan Act (ARPA), pending approval of any necessary Budget amendments, to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations at Davis Park Station, and further authorizing the Mayor to execute any other documents related to this amendment. [Div. of Grants and Special Programs, Reynolds]

Attachments: 25 - Bluesheet Memo - Davis Park Station Amendment No. 1
BA 13259
FINAL Davis Park HOME-ARP Amended Loan Agreement
FINAL Davis Park HOME-ARP Amended Mortgage Note
FINAL Davis Park HOME-ARP Amended Deed Restrictions
FINAL Davis Park HOME-ARP Amended Subordinate Mortgage
FINAL Davis Park HOME-ARP Deed Restrictions Release
FINAL Davis Park HOME-ARP Mortgage Release
RESO 0882-24 Davis Park HOME-ARP amended agreements 4877-3247-305
R-477-2024
Contract #379-2024

r **0883-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Agreement with Prime AE (formerly Integrated Engineering, PLLC), for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7, increasing the Contract price by the sum of $44,300 and raising the total Contract price from $360,823 to $405,123. [Div. of Engineering, Burton]

Attachments: 25-MNA-bluesheet memo - Contrat Amendment#3
20240829_MEADOWS -NORTH D-L °^ASE 7
MNA Phase 7 Rosemary Ave.
RESO 0883-24 (Change Order 3 for Meadows.Northland.Arlington) 4879-781
R-476-2024

s **0884-24** A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,780,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the East Hickman Pump Station Expansion and Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 25-Blue Sheet Memo East Hickman Project GAA
KIA_GrantAssistanceAgreement_21CWS142
21CWS142 E.4 and E.5
Map
RESO 0884-24 (East Hickman Pump Station Expansion Grant) 4853-8236-77
R-461-2024
Contract #246-2024
Contract #246-2024 (2)

t **0885-24** A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,220,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the Blenheim Way Trunk Sewer Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Attachments: 25-Blue Sheet Memo Blenheim Way Project GAA
KIA_GrantAssistanceAgreement_21CWS143
21CWS143 E.4 and E.5
13 Blenheim Trunk Site Map
RESO 0885-24 (KIA Blenheim Way Trunk Sewer Project) 4895-6100-8353 v.
R-462-2024
Contract #244-2024

u **0886-24** A Resolution authorizing the Mayor, on behalf of the Urban County

Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the Work-Lexington Program, at a cost not to exceed the sum of $62,718.42. [Mayor's Office, Glasscock]

Attachments: Blue Sheet Jubilee Jobs FY2025
Jubilee Jobs Signed Agreement Partner Services FY2025
RESO 0886-24 EDP PSA Jubilee Jobs FY25 4853-8125-3089 v.1.docx
R-463-2024
Contract #258-2024

v **0887-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of $63,220.17. [Office of the Mayor, Glasscock]

Attachments: Blue Sheet Community Ventures Corporation FY2025
Community Ventures Corporation Signed Agreement Partner Services FY202
RESO 0887-24 EDP PSA Community Ventures FY25 4872-5178-1857 v.1.do
R-464-2024
Contract #261-2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0893-24

File ID:	0893-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2024
File Name:	Table of Motions: Council Work Session, August 27, 2024			**Final Action:**	09/10/2024
Title:	Table of Motions: Council Work Session, August 27, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 082724			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved				Pass

Text of Legislative File 0893-24

Title

Table of Motions: Council Work Session, August 27, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
August 27, 2024

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu and Council Members J. Brown, Ellinger II, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present. Council Member Fogle was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the August 29, 2024 Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Sevigny to place on the docket for the August 29, 2024 Council Meeting, an Ordinance changing the zone from a Single Family Residential (R-1C) zone to a Townhouse Residential (R-1T) zone, for 2.114 net (2.214 gross) acres, for property located at 363 Pasadena Dr. without a public hearing. Seconded by Reynolds. Motion passed without dissent.

Motion by Wu to place on the docket for the August 29, 2024 Council Meeting, a resolution authorizing the mayor to execute an agreement with Mediocre and the Bluegrass Community Foundation for the creation of a website for the celebration of Lexington's 250th anniversary at a cost not to exceed $50,000 to be paid by Bluegrass Community Foundation. Seconded by Reynolds. Motion passed without dissent.

Motion by Plomin to place on the docket for the August 29, 2024 Council Meeting, an Ordinance changing the zone from an Agricultural Rural (A-R) zone to an Agricultural Buffer (A-B) zone, for 144.84 net (147.14 gross) acres, for property located at 8200 Tates Creek Rd., without a public hearing. Seconded by Baxter. Motion passed without dissent.

Motion by J. Brown to place on the docket for the August 29, 2024 Council Meeting, a resolution amending Sec. C.201 of Appendix A, Rules and Procedures of the Urban County Council relating to the council capital projects expenditure policy to amend the policy to permit direct appropriations of council capital funds capital project funding to eligible not-for-profit entities for eligible capital expenditures and amending definitions and establishing procedures related thereto. Seconded by Baxter. Motion passed 13 – 1 (Yes: Wu, J. Brown, Ellinger II, Lynch, LeGris, Monarrez, Sheehan, Worley, F. Brown, Baxter, Sevigny, Reynolds, Plomin. No: Gray.)

III. Approval of Summary

Motion by Wu to approve the August 20, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

IV. Budget Amendments

Motion by Sevigny to approve Budget Amendments. Seconded by Gray. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Sheehan. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Gray. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Baxter to approve Communications from the Mayor- Donations. Seconded by Gray. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Sevigny to approve Communications from the Mayor- Procurements. Seconded by Gray. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Baxter to approve Neighborhood Development Funds, as amended. Seconded by LeGris. Motion passed without dissent.

Motion by Gray to amend Neighborhood Development Funds to correct the name of the entity requesting funds from Liberty Elementary School PTA to 16th District PTA c/o Liberty Elementary. Seconded by Baxter. Motion passed without dissent.

Councilmember J. Brown provided a summary of the June 25, 2024 BFED committee meeting.

Motion by J. Brown to amend ordinance 50-2016 pertaining to the contingency designation fund policy. Seconded by Plomin. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Gray to adjourn at 4:04 p.m. Seconded by Plomin. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0897-24

File ID: 0897-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 09/04/2024

File Name: Summary: General Government & Planning Committee, June 11, 2024 **Final Action:** 09/26/2024

Title: A Resolution initiating a Zoning Ordinance text amendment to amend Article 17 and allow for electronic digital billboards. [Council Office, Hall]

Notes:

Sponsors: **Enactment Date:** 09/26/2024

Attachments: 6.11.24 GGP Summary and Motions, Reso 0897-24 to Initiate electronic billboard zota 4854-7498-7747 v.1.docx, R-478-2024 **Enactment Number:** R-478-2024

Deed #: **Hearing Date:**

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0897-24

Title

A Resolution initiating a Zoning Ordinance text amendment to amend Article 17 and allow for electronic digital billboards. [Council Office, Hall]

General Government and Planning Committee

June 11, 2024

Summary and Motions

Chair Worley called the meeting to order at 1:03 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, Reynolds, and Plomin were in attendance. Council members Fogle, Monarrez, Gray, F. Brown, and Sevigny were present as non-voting members. Council member Baxter was absent.

I. May 7, 2024 General Government and Planning Committee Summary

Motion by Wu to approve the May 7, 2024, GGP Committee Summary. Seconded by Ellinger. Motion passed without dissent.

II. Public Input Subcommittee Partial Report-Out

Jennifer Sutton, Council Research Analyst presented on behalf of the item. The purpose of the Public Input Subcommittee is to review, update, and improve the public input process for the Council making it easier for residents to access information and engage with Council. The scope of work includes reviewing and modernizing the current public input process, review and update public input resident guidelines, research and select an engagement platform, create a marketing/education plan, and provide periodic updates to the GGP Committee.

Sutton shared updates on the new Public Information Officer position, public input technology, events, and an update to the Council Rules and Procedures. The Public Information Officer has managed the electronic sign-in process, social media campaigns, council comment newsletter, and creates resources for Council Offices.

A public input annual report shows that from April 2023 to April 2024, 371 unique individuals gave public comment while only 80% of those individuals signed in on time. Council Meeting attendance reflected 183 participants across 26 meetings; 18% of participants yielded their time. New technology includes Engage Lexington which was launched on April 22, 2024 with two projects: STRs and FY2025 Budget. The site has had over 3,000 visits, over 300 contributions, almost 500 registrants, and an engagement rate of 11%.

The subcommittee recommended amending the Council Rules and Procedures to modify the USB policy and clarify that public comment is a time for residents' spoken comment to Council.

A motion by Baxter to approve the proposed changes to the Council Rules and Procedures, seconded by Wu, passed unanimously.

A motion by Baxter to report this item at the 6/11/2024 work session, seconded by Reynolds, passed unanimously.

III. Short Term Rentals Policy Review

Wes Holbrook, Director of Revenue, and Jennifer Sutton, Council Research Analyst, presented on behalf of this item. The Short Term Rental (STR) ordinance was passed on July 11, 2023. There was a six month grace

period of STR operators to register existing units. In January 2024, Division of Revenue began identification, investigation, and enforcements of non-compliant operators. Granicus was selected through the RFP process to be the software solution that will support efforts to enforce the ordinance.

The Engage Lexington platform was launched on April 22, 2024. When it launched, there was a STR survey for Lexington residents to provide additional feedback on STRs. The survey on Engage Lexington for STR received 353 total responses. 71% of respondents were aware of an STR in their neighborhood, 29% of respondents were not aware. 56% of respondents had no complaints or issues with STRs in their neighborhood while 44% had complaints. The top 5 complaints were noise, parking, parties, public safety concerns, and trash. Sutton shared additional results from the survey.

There have been 625 licensed STRs through Revenue, 339 first notices of violation sent, 154 second notices, and 21 citations issued. Holbrook shared additional policy recommendations which included require approval from an owners' association as part of the application for attached units/condos, require that the use be commenced in a certain time period, establish spacing requirements for un-hosted STRs, review requirements for verification of hosted STRs, and examine license requirements for STRs that rent by room.

Next steps include presenting a revised ordinance to GGP, advance the revised ordinance to Council and to the Planning Commission. Then the ordinance will return to Council for review and adoption.

No action was taken on this item.

IV. Items Referred to Committee

A motion by Plomin to remove item #1: *Study of Consent Agenda Process for Council Meetings*, seconded by Baxter, passed unanimously.

A motion by Plomin to remove item #10: *Study of Conditional Use Permits and Related Zone Text Amendments in the Rural Service Area*, seconded by J. Brown, passed unanimously.

A motion by Plomin to remove item #12: *A Review of RLMB Recommendation Process to Planning Commission*, seconded by Baxter, passed unanimously.

V. Adjournment

The Committee adjourned at 2:18 pm.

RESOLUTION NO. _____-2024

A RESOLUTION INITIATING A ZONING ORDINANCE TEXT AMENDMENT TO AMEND ARTICLE 17 AND ALLOW FOR ELECTRONIC DIGITAL BILLBOARDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That a Zoning Ordinance text amendment to amend Article 17 to allow for electronic digital billboards, as described in the proposed attached text, be and hereby is initiated for Planning Commission consideration and recommendation.

Section 2 – That the draft proposed text amendment to the Zoning Ordinance is attached hereto and incorporated herein as an exhibit to this resolution.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0897-24:TWJ:4854-7498-7747, v. 1

RESOLUTION NO. 478 -2024

A RESOLUTION INITIATING A ZONING ORDINANCE TEXT AMENDMENT TO AMEND ARTICLE 17 AND ALLOW FOR ELECTRONIC DIGITAL BILLBOARDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That a Zoning Ordinance text amendment to amend Article 17 to allow for electronic digital billboards, as described in the proposed attached text, be and hereby is initiated for Planning Commission consideration and recommendation.

Section 2 – That the draft proposed text amendment to the Zoning Ordinance is attached hereto and incorporated herein as an exhibit to this resolution.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0897-24:TWJ:4854-7498-7747, v. 1

Article 17 - SIGN REGULATIONS

Sec. 17-5. - Nonconforming signs.

A legal, nonconforming sign may continue in existence as long as it is properly maintained in good condition.

These provisions shall not prevent the repair or restoration to a safe condition of any sign, but a nonconforming sign shall not be:

(a) Changed to another nonconforming sign except where only the face or copy is changed;

(b) Structurally altered so as to increase the degree of nonconformity of the sign;

(c) Expanded or enlarged;

(d) Reestablished after its removal; or

(e) Moved to a new location on the building or lot.

Sec. 17-8. - General requirements.

All signs in all zones shall meet the following requirements:

(a) Illuminated signs shall be located in a fashion which prevents all direct rays of light from shining beyond the property lines of the lot on which the sign is located.

(b) No light, sign, billboard or other advertising device shall be designed or erected to imitate or resemble any official marker erected by a government entity or any official traffic sign, signal, or device or use any words, phrases, symbols, or characters implying the existence of danger, or the need to stop or maneuver the vehicle.

(c) No sign shall be attached to or painted on the surface of any tree, utility pole, or street light.

(d) Projecting signs shall have at least 8 feet of clearance above a road or sidewalk.

(e) Neon lighting and other lighted tubing signs may be used on signs where signs are permitted to be directly illuminated as defined in this Article.

(f) No sign, except for government signs, shall be located within the sight triangle of any intersection.

(g) No sign shall be placed in or project into the public or private street right-of-way, except as specifically permitted herein.

(h) Every sign, including those for which a permit is not required, shall be maintained in good and safe structural condition at all times.

(i) The immediate premises occupied by a sign shall be maintained by the owner in a clean, sanitary and healthful condition. The premises shall be kept free and clear of weeds, debris, trash and refuse.

(j) Electronic message display systems shall be inspected by the Division of Building Inspection upon installation to ensure compliance with approved plans, permits and requirements of Article 17.

Sec. 17-11. - Signs permitted by specific zone.

Any sign not specifically permitted shall be prohibited.

(g) Highway Service Business, Warehouse/Wholesale, and Industrial Zones (B-3, B-4, I-1, I-2). Permitted signs may be free-standing or wall mounted, as specified; signs may be non-illuminated, indirectly illuminated, internally illuminated or directly illuminated unless specified otherwise; no free-standing sign shall exceed twenty-five (25) feet in height; no free-standing billboard shall exceed forty (40) feet in height.

(1) Signs shall be permitted as follows:

(a) The total surface area of signs shall not exceed two (2) square feet per linear foot of street or building frontage, whichever is greater; or thirty-two (32) square feet, whichever is greater.

(b) One free-standing sign per lot shall be permitted per street frontage, with a maximum of two (2) free-standing signs; not exceeding seventy-five (75) square feet per sign; minimum setback shall be ten (10) feet.

(c) The surface area of wall-mounted sign(s) shall not exceed fifteen percent (15%) of the wall area to which it is attached or thirty-two (32) square feet, whichever is greater, each wall to be considered separately. Only one sign shall be permitted per wall. In the case of a building containing two or more separate uses, these requirements shall be applied separately to the wall area of the building space leased, rented or owned by the individual tenant.

(d) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area.

(2) Traffic directional signs and signs on or under a canopy or awning shall be permitted as regulated in the B-1 zone.

(3) In conjunction with an indoor theater: one marquee, not to exceed twenty-four (24) square feet per theater; such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum clearance of eight (8) feet. In addition, one attraction board attached to one free-standing sign, not to exceed twenty-four (24) square feet per theater. The area of the marquee and attraction board shall be included in the computation of the maximum permitted sign area. (Note: Where an attraction board attached to a free-standing sign is not

utilized, a second marquee, mounted on a different building face, shall be permitted as regulated above.)

(4) One attraction board, wall mounted or attached to a permitted free-standing sign, the area of the attraction board to be included in the maximum permitted sign area.

(5) Menu boards as permitted and regulated in the B-1 zone.

(6) In addition, billboards shall be permitted as follows:

(a) Location.

(i) The lot on which the billboard is constructed must abut a federal or state highway.

(ii) Billboards shall be required to be set back from any street right-of-way twenty (20) feet, or at the same setback as any principal building on the lot, whichever is less.

(iii) Billboards shall not project over the public or private right-of-way.

(iv)No billboard shall be permitted within one hundred fifty (150) feet of any residential zone.

(b) Maximum Size.

(i) No billboard shall exceed four hundred (400) square feet in area.

(ii) Temporary embellishments may be attached, but are limited to ten percent (10%) of the maximum sign area.

(c) Minimum Spacing. ~~No billboard shall be permitted within one hundred fifty (150) feet of any residential zone.~~

~~(d)~~ (i) ~~No~~ Standard billboards shall be located at least ~~within~~ five hundred (500) feet ~~of~~ from another standard billboard.

(ii) Digital billboards shall be located at least two-thousand five hundred (2,500) feet from another digital billboard.

~~(e) Billboards shall be required to be set back from any street right-of-way twenty (20) feet, or at the same setback as any principal building on the lot, whichever is less.~~

(d) Duration of message for digital billboard: The sign shall remain static for a period of not less eight (8) seconds. The transition from one (1) message or image to the next shall be direct and immediate.

(e) Luminance for digital billboard: Between sunrise and sunset, the maximum luminance shall be five thousand (5,000) nits, and between sunset and sunrise, the maximum luminance shall be five hundred (500) nits. Sunrise and sunset shall be determined by the National Oceanic and Atmospheric Administration

(NOAA), US Department of Commerce, for Lexington-Fayette Urban County. The sign must be equipped with an automatic dimmer control or other mechanism that automatically controls the sign's luminance.

Sec. 17-12. - Advertising on interstate highways.

No billboard shall be permitted adjacent to interstate or limited-access highways except in conformance with the ~~setback~~ all requirements established by the Federal Highway Administration, the Kentucky Transportation Cabinet, and the requirements of this Zoning Ordinance with respect to the zoning district involved.

Sec. 17-18. - Definitions.

The following definitions unique to this Article are listed below.

(h) Billboard: Signage intended for lease to a variety of businesses, organizations, and/or individuals. In such case, the sign itself shall be an income generator and a commercial use of the property.

Standard Billboard: A billboard erected using traditional materials such as metal, wood, plastic and/or vinyl without internal illumination.

Digital Billboard: A billboard erected using an electronic message display system. Such sign shall have no moving or scrolling messages, special effects, animations, or video display.

NOTE: These are other definitions that are related to billboard regulation

(p) Electronic Message Display System: A sign with copy or images which includes, but is not limited to reflective disc, direct illumination, rotating veins, light emitting diodes (L.E.D.s), or liquid crystal diodes (L.C.D.s), and is controlled by means of a central computer or video control system and which has no audible sound.

(q) Flashing or Blinking: Intermittent or sequential illumination for the purpose of attracting attention to the sign. Flashing includes scintillation, light bursts, sparkling, and twinkling.

(aa) Luminance: The light that is emitted by or reflected from a surface, measured in nits.

(gg) Nit: A photometric unit of measurement describing luminous intensity (candelas) per unit area. Expressed in SI units, one nit is equal to one cd/m2.

(ll) Rotating or Moving Sign: Any portion of which moves by mechanical means or the wind; does not refer to changing copy with an electronic message display system.

(mm) Sign: Any copy, including material used to differentiate the copy from the background, which is applied to a surface as a means of identifying, advertising, announcing, or illustrating products, services, and/or events.

(Ord. No. 015-2021, § 1, 3-18-2021 Ord. No. 126-2023, § 3, 11-2-2023)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0898-24

File ID:	0898-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2024
File Name:	Summary: Special General Government & Planning Committee, August 29, 2024			**Final Action:**	09/26/2024

Title: A Resolution initiating a Zoning Ordinance text amendment to amend Articles 3, 8 and 23A, revising terms and conditions for short-term rentals. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 09/26/2024

Attachments: 8.29.24 GGP Summary and Motions, Reso 0898-24 ZOTA for revisions to short term rentals 4891-4207-6387 v.1.docx, R-479-2024

Enactment Number: R-479-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0898-24

Title

A Resolution initiating a Zoning Ordinance text amendment to amend Articles 3, 8 and 23A, revising terms and conditions for short-term rentals. [Council Office, Hall]

General Government and Planning Committee

August 29, 2024

Summary and Motions

Chair Worley called the meeting to order at 3:01 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, and Reynolds were in attendance. Council members Monarrez, Gray, F. Brown, and Sevigny were present as non-voting members. Council member Plomin was absent.

I. June 11, 2024 General Government and Planning Committee Summary

Motion by Baxter to approve the June 11, 2024, GGP Committee Summary. Seconded by Sheehan. Motion passed without dissent.

II. Digital Billboards

Jennifer Sutton, Council Research Analyst and Traci Wade, Planning Manager, presented on behalf of this item. The topic was originally brought to Council in 2017 and presented to EQPW in 2018. A subcommittee was formed in 2019 and presented to the Planning and Public Safety Committee in August of 2020. The work was paused due to pending litigation. Digital billboards have a screen and are lit internally where static billboards have one message and are lit externally. Digital billboards do not contain video footage, flashing lights or animation. The State of Kentucky's current billboard regulations were updated in 2022 and governs the size, number of faces, angles, sensor requirements, the way messages must be displayed, and the location of billboards. The regulations currently have an exchange policy; 6 billboards for 1 new digital device or 5 devices for 1 conversion of an existing static device.

Currently, the billboard regulations in Lexington do not address digital billboards. Billboards are currently only allowed in B-3, B-4, I-1, and I-2 zones. There are 137 billboard structures in Lexington. Wade shared the proposed ZOTA which covers the location, maximum size, minimum spacing, duration of digital billboard messages, and luminance of digital billboards. It also defines the terms for standard billboard, digital billboard and flashing. The next steps include a Council initiated ZOTA, then it will advance to the Planning Commission where they will have 60 days to conduct their work, for it to then return to Council. There were some concerns regarding distracted driving, energy consumption, light pollution, and impact to quality of life.

A motion by Worley to approve and refer the Digital Billboards ZOTA as presented today to the Planning Commission, seconded by Ellinger, passed 7-2 (Yes: Wu, J. Brown, Ellinger, Lynch, Worley, Baxter, Reynolds. No: LeGris, Sheehan).

III. Short-Term Rentals Policy Review

Evan Thompson with the Division of Law presented on behalf of this item. The Short-Term Rental (STR) ordinance was passed on July 11, 2023. As of last week, the Division of Revenue has approved 686 special fees licenses. Thompson gave an overview of the Code of Ordinance changes. There is a change to the proof of residency required documents. Expiration of STR license and renewals will expire upon a change in use from one form to the other. Section 13-79 lays out certain duties of a licensee and the proposed changes include a change in occupancy limit, which decreases the total possible amount to 10 occupants. An

operator can only have one contract per STR at a time and licensees can't book whole house rentals for hosted rentals. In addition, there are other various clean-up changes.

Thompson explained the ZOTA changes which includes an addition of the Corridor Node Zone and the decrease of total possible occupants. Additional considerations for the Board of Adjustment have also been added. They should also consider whether the property being considered is in a high demand area for STRs and whether the property being considered is within a neighborhood that may be vulnerable to involuntary displacement. There are now spatial limitations for Un-Hosted STRs; no STRs requiring a Conditional Use Permit can be located within 500 feet of another Un-Hosted STR that has already received a Conditional Use Permit or otherwise grandfathered in previously. The number of STRs requiring a Conditional Use Permit cannot exceed 3% of all dwelling units within any given 1000' in residential zones. An operator can apply to the Board of Adjustment for possible relief for the following reasons: it is adjacent to nonresidential zones that allow for Un-Hosted STRs, separation from other Un-Hosted STRs within the buffer area, perimeter of the buffer area and located partially outside the buffer area, or a neighborhood plan encourages and supports Un-Hosted STRs in the subject area.

The areas that are at risk for displacement are determined by the ten census tracts identified in the Neighborhoods in Transition Report. They also examine areas that have tourism designations to determine if it is in area of high demand. The occupancy limit was changed because of conversations with constituents. The Division of Revenue is in the process of implementing their new software.

Next steps include advancing the revised ordinance to Council and to the Planning Commission. Then the ordinance will return to Council for review and adoption.

A motion by J. Brown to approve the proposed Short-Term Rental Ordinances and refer the proposed ZOTA to the Planning Commission, seconded by Sheehan, passed unanimously.

IV. Items Referred to Committee

No action was taken on this item.

V. Adjournment

The Committee adjourned at 4:44 pm.

Article 17 - SIGN REGULATIONS

Sec. 17-5. - Nonconforming signs.

A legal, nonconforming sign may continue in existence as long as it is properly maintained in good condition.

These provisions shall not prevent the repair or restoration to a safe condition of any sign, but a nonconforming sign shall not be:

(a) Changed to another nonconforming sign except where only the face or copy is changed;

(b) Structurally altered so as to increase the degree of nonconformity of the sign;

(c) Expanded or enlarged;

(d) Reestablished after its removal; or

(e) Moved to a new location on the building or lot.

Sec. 17-8. - General requirements.

All signs in all zones shall meet the following requirements:

(a) Illuminated signs shall be located in a fashion which prevents all direct rays of light from shining beyond the property lines of the lot on which the sign is located.

(b) No light, sign, billboard or other advertising device shall be designed or erected to imitate or resemble any official marker erected by a government entity or any official traffic sign, signal, or device or use any words, phrases, symbols, or characters implying the existence of danger, or the need to stop or maneuver the vehicle.

(c) No sign shall be attached to or painted on the surface of any tree, utility pole, or street light.

(d) Projecting signs shall have at least 8 feet of clearance above a road or sidewalk.

(e) Neon lighting and other lighted tubing signs may be used on signs where signs are permitted to be directly illuminated as defined in this Article.

(f) No sign, except for government signs, shall be located within the sight triangle of any intersection.

(g) No sign shall be placed in or project into the public or private street right-of-way, except as specifically permitted herein.

(h) Every sign, including those for which a permit is not required, shall be maintained in good and safe structural condition at all times.

(i) The immediate premises occupied by a sign shall be maintained by the owner in a clean, sanitary and healthful condition. The premises shall be kept free and clear of weeds, debris, trash and refuse.

(j) Electronic message display systems shall be inspected by the Division of Building Inspection upon installation to ensure compliance with approved plans, permits and requirements of Article 17.

Sec. 17-11. - Signs permitted by specific zone.

Any sign not specifically permitted shall be prohibited.

(g) Highway Service Business, Warehouse/Wholesale, and Industrial Zones (B-3, B-4, I-1, I-2). Permitted signs may be free-standing or wall mounted, as specified; signs may be non-illuminated, indirectly illuminated, internally illuminated or directly illuminated unless specified otherwise; no free-standing sign shall exceed twenty-five (25) feet in height; no free-standing billboard shall exceed forty (40) feet in height.

(1) Signs shall be permitted as follows:

(a) The total surface area of signs shall not exceed two (2) square feet per linear foot of street or building frontage, whichever is greater; or thirty-two (32) square feet, whichever is greater.

(b) One free-standing sign per lot shall be permitted per street frontage, with a maximum of two (2) free-standing signs; not exceeding seventy-five (75) square feet per sign; minimum setback shall be ten (10) feet.

(c) The surface area of wall-mounted sign(s) shall not exceed fifteen percent (15%) of the wall area to which it is attached or thirty-two (32) square feet, whichever is greater, each wall to be considered separately. Only one sign shall be permitted per wall. In the case of a building containing two or more separate uses, these requirements shall be applied separately to the wall area of the building space leased, rented or owned by the individual tenant.

(d) Window signs shall be limited to no more than twenty-five percent (25%) of the total window area.

(2) Traffic directional signs and signs on or under a canopy or awning shall be permitted as regulated in the B-1 zone.

(3) In conjunction with an indoor theater: one marquee, not to exceed twenty-four (24) square feet per theater; such marquee shall project no more than eight (8) feet from the building face to which it is attached and shall have a minimum clearance of eight (8) feet. In addition, one attraction board attached to one free-standing sign, not to exceed twenty-four (24) square feet per theater. The area of the marquee and attraction board shall be included in the computation of the maximum permitted sign area. (Note: Where an attraction board attached to a free-standing sign is not

utilized, a second marquee, mounted on a different building face, shall be permitted as regulated above.)

(4) One attraction board, wall mounted or attached to a permitted free-standing sign, the area of the attraction board to be included in the maximum permitted sign area.

(5) Menu boards as permitted and regulated in the B-1 zone.

(6) In addition, billboards shall be permitted as follows:

(a) Location.

(i) The lot on which the billboard is constructed must abut a federal or state highway.

(ii) Billboards shall be required to be set back from any street right-of-way twenty (20) feet, or at the same setback as any principal building on the lot, whichever is less.

(iii) Billboards shall not project over the public or private right-of-way.

(iv)No billboard shall be permitted within one hundred fifty (150) feet of any residential zone.

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NOTE: These are other definitions that are related to billboard regulation

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(q) Flashing or Blinking: Intermittent or sequential illumination for the purpose of attracting attention to the sign. Flashing includes scintillation, light bursts, sparkling, and twinkling.

(aa) Luminance: The light that is emitted by or reflected from a surface, measured in nits.

(gg) Nit: A photometric unit of measurement describing luminous intensity (candelas) per unit area. Expressed in SI units, one nit is equal to one cd/m2.

(ll) Rotating or Moving Sign: Any portion of which moves by mechanical means or the wind; does not refer to changing copy with an electronic message display system.

(mm) Sign: Any copy, including material used to differentiate the copy from the background, which is applied to a surface as a means of identifying, advertising, announcing, or illustrating products, services, and/or events.

(Ord. No. 015-2021, § 1, 3-18-2021 Ord. No. 126-2023, § 3, 11-2-2023)

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 13-76 OF THE CODE OF ORDINANCES TO REQUIRE CERTAIN DOCUMENTS TO PROVE PRIMARY RESIDENCY; AMENDING SECTION 13-77 OF THE CODE TO CLARIFY THAT APPROVAL BY THE DIVISION OF PLANNING IS NECESSARY TO APPLY FOR A SPECIAL FEE LICENSE AND TO PROVIDE THAT A LICENSE SHALL AUTOMATICALLY EXPIRE UPON A CHANGE IN USE FROM ONE FORM OF SHORT-TERM RENTAL (HOSTED OR UN-HOSTED) TO THE OTHER; AMENDING SECTION 13-79 OF THE CODE TO AMEND THE MAXIMUM OCCUPANCY OF A SHORT-TERM RENTAL, TO LIMIT THE NUMBER OF CONTRACTS OR BOOKINGS A SHORT-TERM RENTAL MAY HAVE AT ONE TIME, AND TO REQUIRE THAT ONLY A PORTION OF THE DWELLING UNIT NOT OTHERWISE OCCUPIED MAY BE RENTED AT ONE TIME; ALL EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 13-76 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

Sec. 13-76. - <u>Definitions</u>.

For the purposes of this Article, the following definitions shall apply:

(a) *Director* shall mean the Director of the Lexington-Fayette Urban County Government, Division of Revenue.

(b) *Hosted short-term rental* shall mean a short-term rental in which the dwelling unit utilized as the short-term rental, or another dwelling unit on the subject property, is a primary residence, and the primary resident continues to occupy the property while the short-term rental is being rented to a transient guest.

(c) *Hosting platform* shall mean an internet-based platform that generally facilitates the rental of the short-term rental accommodations by brokering, coordinating, or in any other way arranging for the rental of the accommodations.

(d) *Licensee* shall mean any person who owns a short-term rental that possesses a short-term rental special fees license pursuant to this Article.

(e) *Person* shall have the same meaning as provided in Section 13-1 of the Code.

(f) *Primary residence* shall mean the permanent residence or the usual place of return for housing of the owner of the short-term rental, the operator of the short-term rental, or an individual who otherwise consents to be an agent of the owner or operator for the purposes of this article, as documented by ~~at least two (2) of~~ the following:

(1) One of the following:

a. Un-expired driver's license; or

b. Current voter registration; and

(2) One of the following, dated within the past year:

a. Tax document showing the premises as the individual's residence; or

b. Bank statement; or

c. Motor vehicle registration; or

d. Utility bill.

~~(1) Motor vehicle registration;~~

~~(2) Driver's license;~~

~~(3) Voter registration;~~

~~(4) Tax documents showing the premises as the individual's residence;~~

~~(5) Utility bill.~~

An individual may only have (1) primary residence and must reside there for a minimum of two hundred and seventy-five (275) days during the calendar year.

(g) *Primary resident* shall mean the owner of the short-term rental, the operator of the short-term rental, or an individual who otherwise consents to be the agent of the owner or operator for the purposes of this article, whose primary residence is the dwelling unit utilized as the short-term rental, or another dwelling unit on the subject property.

(h) *Rent* shall have the same definition as provided in Section 2-172 of the Code.

(i) *Short-term rental* shall mean a dwelling unit that is rented, leased, or otherwise assigned, in whole or in part, for temporary occupancy by

transient guests for a tenancy of less than thirty (30) consecutive days, where no meals are served. This term does not include hotel or motel rooms, extended stay hotels, bed and breakfast facilities, or boarding and lodging house rooms.

(j) *Short-term rental advertisement* shall mean any method of soliciting another to use a dwelling unit or portion thereof as a short-term rental.

(k) *Transient guest* shall mean an individual who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license, or other agreement for a period of less than thirty (30) consecutive days. This term shall not be construed to include individuals who rent their primary residence on a weekly basis.

(l) *Un-Hosted short-term rental* shall mean a short-term rental in which the dwelling unit utilized as the short-term rental, or another dwelling unit on the subject property, is not a primary residence, or a primary resident fails to occupy the subject property while the short-term rental is being rented to a transient guest.

Section 2 – That Section 13-77 of the Code of Ordinances be and hereby is created to read as follows:

Sec. 13-77. – Short-term rental special fee license.

(a) No person shall own a short-term rental in Lexington-Fayette County unless the person possesses a valid special fee license for the short-term rental issued by the Lexington-Fayette Urban County Government, Division of Revenue, as provided in Section 13-13 of the Code and this Article.

(b) The Director may promulgate such forms and procedures as reasonably necessary for the orderly and efficient processing of short-term rental special fee license applications and renewals. Provided, however, that an applicant shall be required to provide the following information as part of its application for a special license and renewal:

(1) Address of the proposed short-term rental;

(2) Name, address, phone number, and email address of the applicant;

(3) Name, address, phone number, and email address of the operator of the short-term rental, if different from the applicant;

(4) Name, address, phone number, and email address of an emergency contact that resides or is otherwise located in Lexington-Fayette County, Kentucky, or within twenty-five (25) miles of the proposed short-term rental;

(5) Approval by the Division of Planning ~~that the short-term rental is a hosted short-term rental or is otherwise a legal nonconforming hosted or un-hosted short-term rental under Section 3-13(i) and (j) of the Zoning Ordinance; that the un-hosted short-term rental has a conditional use permit issued by the Board of Adjustment if applicable; that the hosted short-term rental with an occupancy greater than twelve (12) individuals has a conditional use permit issued by the Board of Adjustment, if applicable; or~~ that the short-term rental ~~otherwise~~ complies with the Zoning Ordinance;

(6) The maximum number of occupants requested for the short-term rental, which shall ~~not be greater~~be no greater than ~~be consistent with~~ the number permitted by Section 13-79(a)(7);

(7) A site plan and floor plan depicting the short-term rental, including the number of vehicles that can be legally parked on the property, without encroaching onto the street, sidewalks, alleys, public rights of way or public property;

(8) A certificate of insurance or other valid proof of general liability insurance in the amount not less than one million dollars ($1,000,000.00) per occurrence, which shall remain in effect at all times while engaged in the licensed activity;

(9) An affidavit confirming that the health and safety requirements of Section 13-79(a)(1)-(6) of the Code of Ordinances have been satisfied for each short-term rental;

(10) An affidavit confirming that the applicant complies and shall continue to comply with all aspects the applicable building codes, fire codes, and all other applicable state, federal, and local laws or regulations; and

(11) For short-term rentals utilizing septic tanks, evidence indicating that the septic tank is of sufficient size to accommodate the occupancy requested in subsection (6).

(c) All applications for a special fee license and renewal shall be accompanied by the fee referenced in Section 13-13 of the Code for short-term rental special fee licenses.

(d) The operator of the short-term rental may apply on behalf of the owner of the short-term rental, with the express written permission of the owner. However, the owner of the short-term rental shall remain the Licensee.

(e) A short-term rental special fee license shall cover all short-term rentals owned by the Licensee holding the license.

(f) All short-term rental special fee licenses and renewals shall expire upon the earlier of (1) December 31st following the most recent application or renewal; (2) a change in Licensee or ownership of a dwelling unit used as a short-term rental; 3) a change in use from one form of short-term rental (hosted or un-hosted) to the other; or ~~3~~4) the revocation of a conditional use permit.

(g) Upon receipt of the short-term rental special fee license, each Licensee shall be issued a unique Local Registration Number, by which the short-term rental may be identified.

(h) The Director may refuse to issue a license or renew the license of a Licensee in the following circumstances:

(1) When the applicant intentionally or knowingly makes a false statement as to a material matter in an application;

(2) When the applicant fails to complete any part of the application;

(3) When the Licensee has failed to pay any fee, tax, fine, or penalty related to a violation of Sections 13-76 through 13-82;

(4) When the property submitted for registration or renewal as a short-term rental is subject to unsatisfied penalties, fines, or liens assessed or levied by the Government for any reason;

(5) When the Licensee fails to maintain a conditional use permit, if applicable; or

(6) When the Licensee or short-term rental is not in compliance with any applicable federal, state, or local law or regulation, including, without limitation, mandatory zoning, building, safety, maintenance, health, sanitation, fire, electrical, plumbing, and mechanical codes.

(i) The Director may revoke the registration of any short-term rental for any of the following reasons:

(1) When any one of the circumstances provided in section (h), above, occurs;

(2) When the Licensee or the short-term rental has been found to be in violation of Sections 13-76 through 13-82 two (2) or more times during the relevant license term.

A Licensee whose special fees license is revoked is not eligible to apply for another short-term rental special fees license for the dwelling unit in which the license was revoked for a period of one (1) year.

(j) The Director may revoke, suspend, or refuse to renew or issue a license on a dwelling unit basis.

(k) Relevant divisions and departments with necessary information for the Director to perform his or her responsibilities under this article should provide such information to the Director at his or her request. Members of the public may also provide complaints and relevant evidence indicating violation of this article to the Director.

Section 3 – That Section 13-79 of the Code of Ordinances be and hereby is created to read as follows:

Sec. 13-79. – Duties of a Licensee.

It is the duty of a Licensee under this Article to ensure that:

(a) Every short-term rental owned by the Licensee meets and complies with the following at all times:

(1) Contains sufficient smoke detectors installed and in working order as required in Section 12-1 of the Code of Ordinances;

(2) Contains at least one (1) functional carbon monoxide detector installed in an appropriate location as set forth in the Kentucky Residential Code;

(3) Contains at least one (1) maintained and charged fire extinguisher located in an open and easily accessible location on each habitable floor of the short-term rental;

(4) Contains at least one (1) operable emergency and rescue opening in every sleeping room, as set forth in the Kentucky Residential Code;

(5) Has posted, in a conspicuous location in the short-term rental, the following:

a. the name, email address, and telephone number of the Licensee or operator of the short-term rental, if different from the Licensee;

b. the name, email address, and telephone number of the registered emergency contact for the short-term rental referenced in the Licensee's application for a special fees license;

c. the emergency and non-emergency telephone numbers for police, fire, and emergency medical service providers;

d. trash and recycling pickup information;

e. a clearly marked emergency evacuation plan for the premises showing exit routes, exits, and fire extinguisher locations;

f. the maximum number of occupants permitted in the short-term rental;

g. a copy of the conditional use permit, if applicable; and

h. the website address of the Lexington-Fayette Urban County Government where the guest may review the locally-required duties of a Licensee and file a complaint;

(6) Contains no outdoor signage identifying the dwelling unit as a short-term rental;

(7) May be occupied by a maximum of two (2) individuals per bedroom, plus an additional two (2)~~four (4)~~ individuals, up to a maximum of ten (10)~~twelve (12)~~ individuals; or as otherwise allowed in the Licensee's conditional use permit or the Zoning Ordinance. Any permanent resident of the dwelling unit present during the short-term rental period shall count toward the maximum occupancy; and

(8) May not become the location where a violation of the laws governing assault, sexual offenses, prostitution, controlled substances, weapons, gambling on the premises, or any felony has occurred. Instances in which the Licensee or primary resident is the victim of the crime and had no control over the criminal act, including domestic violence, shall not be considered.

(b) Short-term rentals shall not be utilized for private events, such as weddings or parties, in which the number of participants exceeds the maximum occupancy limit described in this section. No private events, such as weddings or parties, shall occur between the hours of 11:00 p.m. and 7:00 a.m. Special events for a commercial purpose shall be prohibited at all times;

(c) The Licensee shall abide by all requirements contained within the conditional use permit, if applicable;

(d) There shall be no more than one contract per short-term rental at a time;

(e) The Licensee of a hosted short-term rental shall not allow "entire (or whole) house," "entire (or whole) home," or "entire (or whole) dwelling unit" rentals

for those short-term rentals occupied by someone other than the transient guest.

(f) The Licensee shall submit a true and accurate report annually to the Division of Revenue, in the manner and form specified by the Director, identifying:

(1) The address of each short-term rental owned or operated by the Licensee;

(2) The Local Registration Number of each short-term rental owned or operated by the Licensee; and,

(3) The number of contracts to which each short-term rental owned or operated by the Licensee was subject in the preceding year, and the duration of each contract;

(g) Every short-term rental operated by the Licensee complies with all applicable planning and zoning rules, ordinances, and regulations.

Section 4 – That the Division of Revenue be and hereby is authorized to amend the Lexington-Fayette Urban County Government, Division of Revenue, License Fee Regulations (5th Edition) as necessary to implement this Ordinance.

Section 5 – That if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unlawful by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL

PUBLISHED:
0699-23:EPT:
4863-5501-5119, v. 4

Sec. 3-13. General regulations for Short Term Rentals (STRs).

(a) All short term rentals shall be licensed by the Division of Revenue and subject to the regulations of Section 13 of the Code of Ordinances.

(b) Except as limited by subsections (k) and (l), n~~N~~umber of Dwelling Units allowed to be utilized as Short Term Rentals per Property:

Zones Allowed	Hosted (Occupancy up to 10~~12~~)	Hosted (Occupancy >10~~12~~)	Un-Hosted	# of Dwellings on Property allowed as Short Term Rental Units
Single Family Lots[1]				
R-1A, R-1B, R-1C, R-1D, R-1E, R-1T, R-2, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3	Accessory Use	Conditional Use	Conditional Use	~~Hosted: 1 dwelling unit and 1 ADU~~ ~~Un-Hosted:~~ 1 dwelling unit or 1 ADU
Multi-Family and Group Residential Lots[2]				
R-1T, R-2, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3, CN	Accessory Use	Conditional Use	Conditional Use	~~For Single Family Lots: Hosted: 1 dwelling unit and 1 ADU~~ ~~Un-Hosted: 1 dwelling unit or 1 ADU~~ ~~For Multi-Family and Group Residential Lots:~~ 10% max or 1, whichever is greater
B-1, P-1, MU-1, MU-2, MU-3	Accessory Use	Accessory Use	Principal Use	25% max. or 1, whichever is greater
B-2, B-2A, B-2B, B-4*, I-1*, I-2*, CC, B-6P, MU-3*	Principal Use	Principal Use	Principal Use	No max.

[1] Single Family Lots may include either a detached dwelling unit or a subdivided attached dwelling unit as a principal structure.

[2] Multi-Family and Group Residential Lots may include condominiums and attached single family dwelling units on one lot.

*When part of an Adaptive Reuse Project, Industrial Reuse Project, or Entertainment Mixed Use Project

(c) Maximum Occupancy Limit (for principal and accessory uses~~accessory uses in residential zones~~): A maximum of two (2) individuals per bedroom, plus an additional two (2) ~~four (4)~~ individuals; or a total of 10 ~~12~~ individuals, whichever is less. Any host or other permanent residents of the dwelling unit present during the short-term rental period shall count toward the maximum occupancy. Occupancy for accessory dwelling units used as short-term rentals shall be in accordance with Section 3-12(m).

(d) Maximum Occupancy Limit (for conditional uses): The Board shall establish a maximum occupancy for the short term rental use in accordance with the above provision, except the Board

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may allow additional occupants when there is sufficient evidence that a greater occupancy will not result in overcrowding or create a nuisance.

(e) Detached accessory structures may be used as a Short Term Rental only in a permitted Detached Accessory Dwelling Unit.

(f) Short Term Rentals shall not be utilized for private events, such as weddings or parties, in which the number of participants exceeds the maximum occupancy limit. No private events shall occur between the hours of 11:00 p.m. and 7:00 a.m. Special events for a commercial purpose shall be prohibited at all times.

(g) For Short Term Rentals regulated as conditional uses, the Board of Adjustment shall take into consideration:

~~1. The number of STRs, if any, in proximity of the property being considered for such use.~~

~~2~~.1. The demonstrated compliance record of the applicant, if they operate other STRs in Lexington.

~~3~~2. ~~The occupancy rate of other STRs in the general vicinity, including those operated by the applicant.~~ Whether the property being considered is located in an area containing a mixture of land uses and/or zoning categories that may create a high demand for Short Term Rentals.

~~4~~3. Whether other STRs in the general vicinity have been cited as a nuisance, including those operated by the applicant

~~5~~4. Whether the property being considered is located within a neighborhood that may be vulnerable to involuntary displacement based upon socio-economic demographics.

(h) For any conditional use permit approved by the Board of Adjustment for a short term rental, the conditional use permit shall become null and void if the applicant's short-term rental special fee license (as regulated by the Division of Revenue and Section 13 of the Code of Ordinances) lapses or is revoked.

(i) Any Short Term Rental operating in a principal dwelling unit prior to July 11, 2023, that would hereafter be regulated as a conditional use shall be allowed to continue its operation per Article 4-7, but shall utilize the new regulations provided in Sections A, C, E, F, and H above. Such uses shall obtain the license required above from the Division of Revenue and be subject to the regulations of Section 13 of the Code of Ordinances. A change in ownership shall require a conditional use permit to be approved by the Board of Adjustment.

(j) Any Short Term Rental operating in a principal dwelling unit prior to July 11, 2023 that is located in a zone that would hereafter prohibit Short Term Rentals shall be allowed to continue its operation as a non-conforming use per Article 4-3, and shall continue to operate in accordance with the definition of a dwelling unit occupied by one family or housekeeping unit, having no more than one rental contract per week, for a total of no more than 52 rentals per year and with an occupancy of no more than 4 unrelated individuals. Such uses shall obtain the license required above from the Division of Revenue and be subject to the regulations of Section 13 of the Code of Ordinances.

(k) No Short Term Rental regulated as a conditional use shall be located within 500' of another Short Term Rental that has either received a Conditional Use Permit from the Board or is otherwise a legal non-conforming use pursuant to subsection (i), above.

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(l) The number of Short Term Rentals regulated as a conditional use shall not exceed 3% of all dwelling units within 1000' in residential zones.

(m) Relief from subsections (k) and (l) may be provided by the Board on a case-by-case basis for the following reasons; however, relief may be denied upon consideration of other factors and the burden is on the applicant to demonstrate that the subject Short Term Rental would not contribute to an overconcentration of Short Term Rentals regulated as a conditional use in the immediate area and/or adversely affect the affordable housing stock in the immediate area:

(1) The property is adjacent to nonresidential zones that allow Short Term Rentals as a principal or accessory use;

(2) There is a significant environmental feature or primary collector or higher classification road that separates the proposed Short Term Rental from other Short Term Rentals regulated as.a conditional use within the buffer area;

(3) A Short Term Rental regulated as a conditional use within the buffer area is located on the perimeter of the buffer area, with part of the property being located outside of the buffer area; or

(4) A neighborhood plan encourages and supports Short Term Rentals regulated as a conditional use in the subject area.

(Ord. No. 074-2023, § 3, 7-11-2023; Ord. No. 148-2023, § 3, 12-7-2023)

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Sec. 8-5. - Single-Family Residential (R-1A) Zone.

(b) Principal Uses. (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single-family detached residences.

2. Parks and playgrounds operated by government.

3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

11. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Article 3-13 of the Zoning Ordinance.

(d) Conditional Uses. (Permitted only with Board of Adjustment approval.)

14. Hosted Short Term Rentals as regulated in Article 3-13 of the Zoning Ordinance for greater than 10 occupants.

~~14. The short-term rental (defined in the Code of Ordinances) of Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of short-term rental facilities, if any, within the general neighborhood of the property being considered for such use.~~

15. Un-Hosted Short Term Rentals and Hosted Short Term Rentals for more than ~~12~~ 10 occupants, as regulated by Article 3-13 of the Zoning Ordinance.

Sec. 8-9. - Single-Family Residential (R-1E) Zone.

(a) Intent. The intent of this zone is to provide for low density, single family detached residences and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. This zone may be used for zero-lot-line houses, patio houses, and other compact housing types. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.

(b) Principal Uses. (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single-family detached residences.

2. Parks and playgrounds operated by government.

3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

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(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated by Section 15-8.
7. Family childcare home.
8. Hiking and bicycling trails.
9. Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance.
10. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

Sec. 8-10. - Townhouse Residential (R-1T) Zone.

(a) Intent. The intent of this zone is to provide for low density, single family residences, emphasizing the incorporation of attached single family dwellings (townhomes) and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. Attached single family dwellings should be located along road frontage and should not adversely impact the associated pedestrian system. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.

(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated in Section 15-8.
7. Family childcare home.
8. Hiking and bicycling trails.
9. Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance.

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10. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

Sec. 8-25. – Corridor Node (CN) Zone.

(d) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Wholesale, warehouse, and storage facilities.
2. Parking structures.
3. Swimming pools.
4. Satellite dish antennas, as further regulated by Section 15-8.
5. Electric Vehicle (EV) charging facilities located within a structured parking facility.
6. Home based businesses.
7. Hosted Short Term Rentals for 10 or fewer occupants, as regulated in Article 3-13 of the Zoning Ordinance.

(e) Conditional Uses. (Permitted only with Board of Adjustment approval.) Required conditions for any conditional use permitted herein shall be as follows:

15. Un-hosted Short Term Rentals and Hosted Short Term Rentals for greater than 10 occupants as regulated in Article 3-13 of the Zoning Ordinance.

Sec. 23A-5. Expansion Area Residential 1 (EAR-1) Zone.

(c) Accessory Uses.

1. Private garages and parking areas.
2. Accessory Dwelling Units, as regulated in Article 3-12.
3. Swimming pools and tennis courts, which may include a clubhouse, as approved by the Planning Commission on a final development plan, for the use and enjoyment of the surrounding neighborhood, which may also include weight training and exercise rooms, restrooms, meeting rooms, or similar facilities.
4. Home offices and home occupations.
5. Family childcare home.
6. The keeping of not more than two (2) roomers or boarders by a resident family.
7. Childcare facilities and schools for academic instruction when accessory to a place of religious assembly on the same property.
8. Non-commercial hiking and bicycling trails.

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9. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

(d) Conditional Uses.

1. Home-based businesses.

2. Type II Childcare Center. A fenced outdoor play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.

3. Temporary Real Estate Sales Offices for the sale of lots located only within the subdivision in which the sales office is located, to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

4. Clubhouse, with sale of food and merchandise, when accessory to a golf course.

5. Historic house museums.

6. Schools for academic instruction, except as permitted herein, but only when located on a lot adjacent to a street that has the functional classification of collector/boulevard or arterial.

7. Equine trails.

8. Seasonal activities.

9. Market gardens.

10. Un-Hosted Short Term Rentals and Hosted Short Term Rentals for more than ~~12~~ 10 occupants, as regulated in Section 3-13 of the Zoning Ordinance.

4893-3122-4282, v. 4

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RESOLUTION NO. _____-2024

A RESOLUTION INITIATING A ZONING ORDINANCE TEXT AMENDMENT TO AMEND ARTICLES 3, 8 AND 23A, REVISING TERMS AND CONDITIONS FOR SHORT-TERM RENTALS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That a Zoning Ordinance text amendment to amend Articles 3, 8 and 23-A to revise terms and conditions for operation of short-term rentals, as described in the proposed attached text, be and hereby is initiated for Planning Commission consideration and recommendation.

Section 2 – That the draft proposed text amendment to the Zoning Ordinance is attached hereto and incorporated herein as an exhibit to this resolution.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0898-24:TWJ:4891-4207-6387, v. 1

RESOLUTION NO. 479 -2024

A RESOLUTION INITIATING A ZONING ORDINANCE TEXT AMENDMENT TO AMEND ARTICLES 3, 8 AND 23A, REVISING TERMS AND CONDITIONS FOR SHORT-TERM RENTALS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That a Zoning Ordinance text amendment to amend Articles 3, 8 and 23-A to revise terms and conditions for operation of short-term rentals, as described in the proposed attached text, be and hereby is initiated for Planning Commission consideration and recommendation.

Section 2 – That the draft proposed text amendment to the Zoning Ordinance is attached hereto and incorporated herein as an exhibit to this resolution.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

0898-24:TWJ:4891-4207-6387, v. 1

Sec. 3-13. General regulations for Short Term Rentals (STRs).

(a) All short term rentals shall be licensed by the Division of Revenue and subject to the regulations of Section 13 of the Code of Ordinances.

(b) Except as limited by subsections (k) and (l), nNumber of Dwelling Units allowed to be utilized as Short Term Rentals per Property:

Zones Allowed	Hosted (Occupancy up to 1012)	Hosted (Occupancy >1012)	Un-Hosted	# of Dwellings on Property allowed as Short Term Rental Units
Single Family Lots[1]				
R-1A, R-1B, R-1C, R-1D, R-1E, R-1T, R-2, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3	Accessory Use	Conditional Use	Conditional Use	~~Hosted: 1 dwelling unit and 1 ADU~~ ~~Un-Hosted:~~ 1 dwelling unit or 1 ADU
Multi-Family and Group Residential Lots[2]				
R-1T, R-2, R-3, R-4, R-5, EAR-1, EAR-2, EAR-3, CN	Accessory Use	Conditional Use	Conditional Use	~~For Single Family Lots: Hosted: 1 dwelling unit and 1 ADU~~ ~~Un-Hosted: 1 dwelling unit or 1 ADU~~ ~~For Multi-Family and Group Residential Lots:~~ 10% max or 1, whichever is greater
B-1, P-1, MU-1, MU-2, MU-3	Accessory Use	Accessory Use	Principal Use	25% max. or 1, whichever is greater
B-2, B-2A, B-2B, B-4*, I-1*, I-2*, CC, B-6P, MU-3*	Principal Use	Principal Use	Principal Use	No max.

[1] Single Family Lots may include either a detached dwelling unit or a subdivided attached dwelling unit as a principal structure.

[2] Multi-Family and Group Residential Lots may include condominiums and attached single family dwelling units on one lot.

*When part of an Adaptive Reuse Project, Industrial Reuse Project, or Entertainment Mixed Use Project

(c) Maximum Occupancy Limit (for principal and accessory uses~~accessory uses in residential zones~~): A maximum of two (2) individuals per bedroom, plus an additional two (2) ~~four (4)~~ individuals; or a total of 10 ~~12~~ individuals, whichever is less. Any host or other permanent residents of the dwelling unit present during the short-term rental period shall count toward the maximum occupancy. Occupancy for accessory dwelling units used as short-term rentals shall be in accordance with Section 3-12(m).

(d) Maximum Occupancy Limit (for conditional uses): The Board shall establish a maximum occupancy for the short term rental use in accordance with the above provision, except the Board

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may allow additional occupants when there is sufficient evidence that a greater occupancy will not result in overcrowding or create a nuisance.

(e) Detached accessory structures may be used as a Short Term Rental only in a permitted Detached Accessory Dwelling Unit.

(f) Short Term Rentals shall not be utilized for private events, such as weddings or parties, in which the number of participants exceeds the maximum occupancy limit. No private events shall occur between the hours of 11:00 p.m. and 7:00 a.m. Special events for a commercial purpose shall be prohibited at all times.

(g) For Short Term Rentals regulated as conditional uses, the Board of Adjustment shall take into consideration:

~~1. The number of STRs, if any, in proximity of the property being considered for such use.~~

~~2~~.1. The demonstrated compliance record of the applicant, if they operate other STRs in Lexington.

~~32~~. ~~The occupancy rate of other STRs in the general vicinity, including those operated by the applicant.~~ Whether the property being considered is located in an area containing a mixture of land uses and/or zoning categories that may create a high demand for Short Term Rentals.

~~4~~3. Whether other STRs in the general vicinity have been cited as a nuisance, including those operated by the applicant

~~5~~4. Whether the property being considered is located within a neighborhood that may be vulnerable to involuntary displacement based upon socio-economic demographics.

(h) For any conditional use permit approved by the Board of Adjustment for a short term rental, the conditional use permit shall become null and void if the applicant's short-term rental special fee license (as regulated by the Division of Revenue and Section 13 of the Code of Ordinances) lapses or is revoked.

(i) Any Short Term Rental operating in a principal dwelling unit prior to July 11, 2023, that would hereafter be regulated as a conditional use shall be allowed to continue its operation per Article 4-7, but shall utilize the new regulations provided in Sections A, C, E, F, and H above. Such uses shall obtain the license required above from the Division of Revenue and be subject to the regulations of Section 13 of the Code of Ordinances. A change in ownership shall require a conditional use permit to be approved by the Board of Adjustment.

(j) Any Short Term Rental operating in a principal dwelling unit prior to July 11, 2023 that is located in a zone that would hereafter prohibit Short Term Rentals shall be allowed to continue its operation as a non-conforming use per Article 4-3, and shall continue to operate in accordance with the definition of a dwelling unit occupied by one family or housekeeping unit, having no more than one rental contract per week, for a total of no more than 52 rentals per year and with an occupancy of no more than 4 unrelated individuals. Such uses shall obtain the license required above from the Division of Revenue and be subject to the regulations of Section 13 of the Code of Ordinances.

(k) No Short Term Rental regulated as a conditional use shall be located within 500' of another Short Term Rental that has either received a Conditional Use Permit from the Board or is otherwise a legal non-conforming use pursuant to subsection (i), above.

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(l) The number of Short Term Rentals regulated as a conditional use shall not exceed 3% of all dwelling units within 1000' in residential zones.

(m) Relief from subsections (k) and (l) may be provided by the Board on a case-by-case basis for the following reasons; however, relief may be denied upon consideration of other factors and the burden is on the applicant to demonstrate that the subject Short Term Rental would not contribute to an overconcentration of Short Term Rentals regulated as a conditional use in the immediate area and/or adversely affect the affordable housing stock in the immediate area:

(1) The property is adjacent to nonresidential zones that allow Short Term Rentals as a principal or accessory use;

(2) There is a significant environmental feature or primary collector or higher classification road that separates the proposed Short Term Rental from other Short Term Rentals regulated as a conditional use within the buffer area;

(3) A Short Term Rental regulated as a conditional use within the buffer area is located on the perimeter of the buffer area, with part of the property being located outside of the buffer area; or

(4) A neighborhood plan encourages and supports Short Term Rentals regulated as a conditional use in the subject area.

(Ord. No. 074-2023, § 3, 7-11-2023; Ord. No. 148-2023, § 3, 12-7-2023)

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Sec. 8-5. - Single-Family Residential (R-1A) Zone.

(b) Principal Uses. (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single-family detached residences.

2. Parks and playgrounds operated by government.

3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

11. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Article 3-13 of the Zoning Ordinance.

(d) Conditional Uses. (Permitted only with Board of Adjustment approval.)

14. Hosted Short Term Rentals as regulated in Article 3-13 of the Zoning Ordinance for greater than 10 occupants.

~~14. The short-term rental (defined in the Code of Ordinances) of Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance. The Board of Adjustment, in considering approval of such conditional use, shall consider and make a finding that the number of rooms granted shall not have an adverse effect on surrounding properties. In addition, in considering such a conditional use, the Board of Adjustment shall take into consideration the number of short-term rental facilities, if any, within the general neighborhood of the property being considered for such use.~~

15. Un-Hosted Short Term Rentals and Hosted Short Term Rentals for more than ~~12~~ 10 occupants, as regulated by Article 3-13 of the Zoning Ordinance.

Sec. 8-9. - Single-Family Residential (R-1E) Zone.

(a) Intent. The intent of this zone is to provide for low density, single family detached residences and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. This zone may be used for zero-lot-line houses, patio houses, and other compact housing types. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.

(b) Principal Uses. (Other uses substantially similar to those listed herein shall also be deemed permitted.)

1. Single-family detached residences.

2. Parks and playgrounds operated by government.

3. Temporary real estate sales offices for the sale of lots, located only within the subdivision in which said lots are located; to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

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(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated by Section 15-8.
7. Family childcare home.
8. Hiking and bicycling trails.
9. Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance.
10. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

Sec. 8-10. - Townhouse Residential (R-1T) Zone.

(a) Intent. The intent of this zone is to provide for low density, single family residences, emphasizing the incorporation of attached single family dwellings (townhomes) and supporting uses. This zone should be located in areas of the community where services and facilities are/will be adequate to serve the anticipated population. Attached single family dwellings should be located along road frontage and should not adversely impact the associated pedestrian system. This zone should be established in accordance with the Goals, Objectives, Policies, and Development Criteria of the Comprehensive Plan.

(c) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Private garages, storage sheds and parking areas.
2. Swimming pools and tennis courts.
3. Agricultural uses, excluding commercial stock raising.
4. Private, non-commercial parks and open space.
5. Home offices and home occupations.
6. A ground, roof or pole-mounted satellite dish antenna, as regulated in Section 15-8.
7. Family childcare home.
8. Hiking and bicycling trails.
9. Accessory Dwelling Units, as regulated in Article 3-12 of the Zoning Ordinance.

DRAFT

10. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

Sec. 8-25. – Corridor Node (CN) Zone.

(d) Accessory Uses. (Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses.)

1. Wholesale, warehouse, and storage facilities.
2. Parking structures.
3. Swimming pools.
4. Satellite dish antennas, as further regulated by Section 15-8.
5. Electric Vehicle (EV) charging facilities located within a structured parking facility.
6. Home based businesses.
7. Hosted Short Term Rentals for 10 or fewer occupants, as regulated in Article 3-13 of the Zoning Ordinance.

(e) Conditional Uses. (Permitted only with Board of Adjustment approval.) Required conditions for any conditional use permitted herein shall be as follows:

15. Un-hosted Short Term Rentals and Hosted Short Term Rentals for greater than 10 occupants as regulated in Article 3-13 of the Zoning Ordinance.

Sec. 23A-5. Expansion Area Residential 1 (EAR-1) Zone.

(c) Accessory Uses.

1. Private garages and parking areas.
2. Accessory Dwelling Units, as regulated in Article 3-12.
3. Swimming pools and tennis courts, which may include a clubhouse, as approved by the Planning Commission on a final development plan, for the use and enjoyment of the surrounding neighborhood, which may also include weight training and exercise rooms, restrooms, meeting rooms, or similar facilities.
4. Home offices and home occupations.
5. Family childcare home.
6. The keeping of not more than two (2) roomers or boarders by a resident family.
7. Childcare facilities and schools for academic instruction when accessory to a place of religious assembly on the same property.
8. Non-commercial hiking and bicycling trails.

DRAFT

9. Hosted Short Term Rentals for ~~12~~ 10 or fewer occupants, as regulated in Section 3-13 of the Zoning Ordinance.

(d) Conditional Uses.

1. Home-based businesses.

2. Type II Childcare Center. A fenced outdoor play area shall be provided, which shall contain not less than twenty-five (25) square feet per child.

3. Temporary Real Estate Sales Offices for the sale of lots located only within the subdivision in which the sales office is located, to be removed at the end of two (2) years or when all the lots are sold, whichever comes first.

4. Clubhouse, with sale of food and merchandise, when accessory to a golf course.

5. Historic house museums.

6. Schools for academic instruction, except as permitted herein, but only when located on a lot adjacent to a street that has the functional classification of collector/boulevard or arterial.

7. Equine trails.

8. Seasonal activities.

9. Market gardens.

10. Un-Hosted Short Term Rentals and Hosted Short Term Rentals for more than ~~12~~ 10 occupants, as regulated in Section 3-13 of the Zoning Ordinance.

DRAFT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0896-24

File ID:	0896-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2024
File Name:	Recognition: Jessica Allinder, Division of Procurement			**Final Action:**	

Title: Recognition: Jessica Allinder, Division of Procurement

Notes:

Sponsors:

Attachments:

Deed #:

Drafter:

Enactment Date:

Enactment Number:

Hearing Date:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0896-24

Title

Recognition: Jessica Allinder, Division of Procurement

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0895-24

File ID:	0895-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2024
File Name:	Presentation: Annual ARPA Update			**Final Action:**	
Title:	Presentation: Annual ARPA Update				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	Annual ARPA Work Session Presentation 2024			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0895-24

Title

Presentation: Annual ARPA Update



American Rescue Plan Act (ARPA)
State and Local Fiscal Recovery Funds (SLFRF)

Impact Report
Urban County Council Work Session
September 2024

LEXINGTON

www.lexingtonky.gov/ARPA
200 East Main Street Lexington, Kentucky 40507

The American Rescue Plan Act State and Local Fiscal Recovery Funds

On March 11, 2021, the ARPA SLFRF was signed into law, providing the Lexington-Fayette Urban County Government (LFUCG) funding in the amount of $121,178,058.

Since that time, the LFUCG has invested millions of dollars into the improvement of public assets, including various facilities, parks, greenspaces, trails, roads and vehicles. The LFUCG also made unprecedented programmatic and people investments internally and with community partners.

Commitment to Our Community

The City of Lexington solicitated community input to determine community need. Through community meetings, a community survey and project idea forms, the LFUCG received more than 3,200 survey responses and 970 project ideas. Community input informed funding decisions and prioritization.

2024

Expenditure Categories

EC 1: Public Health

EC 2: Negative Economic Impacts

EC 3: Public Health - Public Sector Capacity

EC 4: Premium Pay

EC 6: Revenue Replacement

EC 7: Administrative

Total Obligated **$113,445,244**

Total Expensed **$91,479,869**

Projects Completed **60**
Total Projects ***86**

2024

INVESTING IN LEXINGTON

THE AMERICAN RESCUE PLAN

$121,178,058

LOCAL IMPACT

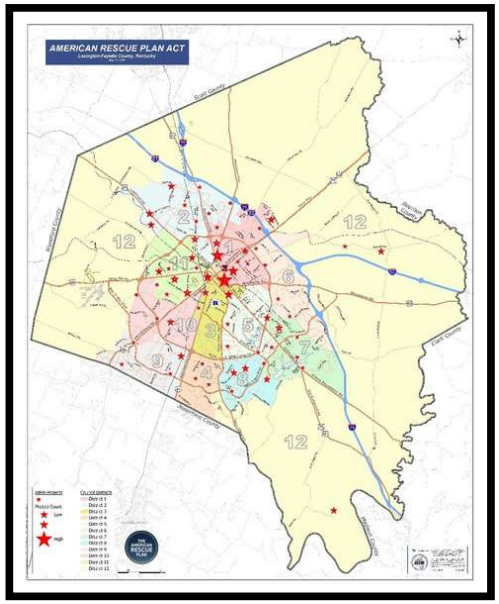
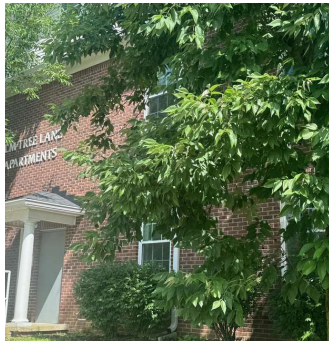


Table Of Contents

- Affordable Housing
- Economic Development
- Non-Profits
- Parks and Recreation
- People
- Programs
- Public Infrastructure

Investments in Affordable Housing





***696 Units**

- Alexandria Drive Apartments
- Briarwood Lexington Housing
- Davis Park Station
- Elm Tree Lane Apartments
- Main Street Baptist Manor
- Oakdale Apartments
- Pemberton St. Apartments
- Richwood Bend Apartments
- The Flats at Woodland
- Wellington Park Apartments

Investments in Economic Development

LEGACY BUSINESS PARK

PROUDLY MADE IN LEXINGTON, KY

ehi CONSULTANTS

- Coldstream/Legacy Park Economic Development Grants
- Development

Investments in Nonprofit Infrastructure







- BCTC Dental Hygiene Clinic
- Hope Center Transitional Housing
- Lexington Community Land Trust Community Center
- Marksbury Branch Lexington Public Library
- Non-Profit Capital Grants

Investments in Nonprofit Programs







- CommerceLex Minority Business Accelerator/ReflectLEX
- Explorium/Lexington Children's Museum
- Greenhouse17
- Jubilee Jobs Re-Entry Program
- LexArts
- NAMI Mental Health Court
- RadioEye
- The Lyric Theatre
- VisitLEX
- Workforce Grants

Investments in Parks and Recreation - Aquatics







- Castlewood Pool
- Douglass Pool
- Shillito Pool
- Southland Pool
- Tates Creek Pool
- Woodland Pool

Investments in Parks and Recreation - Sports Courts







- Berry Hill Park
- Constitution Park
- Dogwood Park
- Landsdowne-Merrick Park
- Marlboro Park
- Mary Todd Park
- Meadowbrook Park
- Mount Tabor Park
- Picadome Park
- Pine Meadows Park
- River Hill Park
- Shillito Park
- Woodland Park

Investments in Parks and Recreation - Playgrounds







- Duncan Park
- Elizabeth Street Park
- Gardenside Park
- Marty Todd Park
- Masterson Station Park
- Meadowthorpe Park
- Northeastern Park
- Pine Meadows Park
- Trailwood Greenway
- Woodland Park

Investments in Parks and Recreation - Maintenance







- ADA Improvements
- Carter Center
- Highlands Neighborhood Center
- Hisle Park House
- Lakeside Golf Course Irrigation
- Lou Johnson Neighborhood Center
- Masterson Station Fairgrounds
- Oakwood Neighborhood Center
- Picadome Administration Building
- Shillito Park Parking
- Southland Park Parking
- Tates Creek Community Center
- Woodhill Neighborhood Center

Investments in Parks and Recreation - Trails







- Buckhorn Park
- Jacobson Park
- Masterson Station Park
- Raven Run Nature Sanctuary
- Wildwood Park
- Whitney Young Park

Investments in Parks and Recreation - Facility Development and Renovation







- Black and Williams Gymnasium
- Cardinal Run North Park
- Dunbar Community Center
- Pam Miller Downtown Arts Center
- Phoenix Park Design
- Valley Park Community Center
- Woodland Park Restrooms

Investments in People





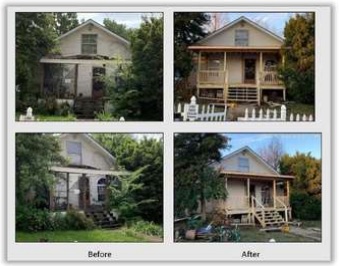


- ARPA Administration
- City of Lexington Pay Supplements
- It Takes a Village Personnel
- Premium Pay
- Public Sector Capacity
- Summer Youth Job Training Program

Investments in Programs and Projects







- ADA Transition Plan
- Broadband Study
- Code Enforcement Grants
- Emergency Financial Assistance (EFA)
- Family Care Center
- Office of Homelessness Prevention and Intervention (OHPI)
- PPE Supplies
- Public Safety Investments
- Recovery Supportive Living Assistance (RSLA)
- Solarize Lexington
- Transitional Shelter
- Winter Warming Shelter

Investments in Public Infrastructure





- Brighton Trail Design
- Harrodsburg Trail Design
- Jefferson Street Viaduct
- Shropshire Street Development
- Town Branch Trail Design

Upcoming

All funds encumbered by December 31, 2024.

- Council will be presented with budget amendments over coming months to ensure compliance to deadline.
- Continued financial and programmatic reporting on www.lexingtonky/gov/ARPA.
- Continued quarterly and annual reporting to the Department of the Treasury.

All funds expensed by December 31, 2026.

LEXINGTON

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

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

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0826-24

File ID:	0826-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/20/2024
File Name:	Change Order Incentive Grant#042-2022			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grants with the Unitarian Universalist Church of Lexington (UUCL), for Stormwater Quality Projects, increasing the Grant award by the sum of $60,522.40, from $299,477.60 to $360,000.00. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Blue Sheet, Contract Change Order, Photo, UUCL WQ Incentive Grant, RESO 0826-24 Increasing Change Order for UUCL 4879-4889-4429 v.1.docx, R-466-2024	**Enactment Number:**	R-466-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0826-24

Title

A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 1 to the Stormwater Quality Projects Incentive Grants with the Unitarian Universalist Church of Lexington (UUCL), for Stormwater Quality Projects, increasing the Grant award by the sum of $60,522.40, from $299,477.60 to $360,000.00. [Div. of Water Quality, Martin]

Summary

Authorization to approve an increasing Change Order of $60,522.40 to the Stormwater Quality Projects Incentive Grant with the Unitarian Universalist Church of Lexington (Contract #042-2022) due to increased construction costs, bringing the total Grant award to $360,000. Funds are Budgeted. (L0826-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Chris Eller: 8/16/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: $60,522.40

Annual Impact: $

Project: WQINCENTIVE_24

Activity: WQ_GRANT

Budget Reference:

Current Balance: $189,476.43

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 5, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #042-2022

Request

Requesting approval of an increasing change order of $60,522.40 to the Stormwater Quality Projects Incentive Grant with the Unitarian Universalist Church of Lexington (UUCL), Contract #042-2022.

Purpose of Request

In fall of 2021, Unitarian Universalist Church of Lexington (UUCL) was awarded a Stormwater Quality Incentive Grant to implement design and construction of the green infrastructure elements prioritized in the FY20 Feasibility Study grant as "Phase 1". In May (2024), UUCL contacted the division to inquire about a change order because construction costs increased since being awarded putting the feasibility of the project in question. The increase was due to inflationary costs for materials and construction.

The Water Quality Fees Board recently approved to continue with the change order program that allows for a percentage of annual grant program funding to be used for projects that meet change order application criteria. UUCL wishes to proceed with the project but cannot without additional funding. UUCL is requesting their existing grant award be amended allowing them to access change order funding while not exceeding the maximum allowable grant award for Class B infrastructure type grants.

	2022 Grant Award	Proposed 2024 Grant Amendment	Change	% Change
WQ Grant share	$299,477.60	360,000.00	$60,522.40	20.21%
Grantee Share	$74,869.40	$90,000.00	$15,130.60	20.21%
TOTAL PROJECT COST	$374,347.00	$450,000.00	$75,653.00	20.21%

The division recommends that the Urban County Council grant approval of the request based on the following:

1. The increase in construction cost is validated by the competitive bids received by the applicant.
2. Value engineering was performed to reduce the bid amount to not exceed the maximum allowable grant award amount.
3. The Grantee has agreed to provide additional cost share to meet the contracted percentage (add. $15,130.60).

The request for increase has been reviewed and approved by the Water Quality Fees Board on July 25, 2024.

Project Cost in FY22 and in Future Budget Years

The increasing change order of $60,522.40 will come from Change Order Pool grant funds budgeted for FY24.

Are Funds Budgeted

Funds from this increasing change order are already budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER

Page 1 of 2

Date:	**August 5, 2024**
Project:	Unitarian Universalist Church of Lexington - FY22 Class B Infrastructure Stormwater Quality Project Incentive Grant
Location:	

To (Contractor):
Unitarian Universalist Church of Lexington
3564 Clays Mill Road
Lexington, KY 40503

Contract No.	042-2022	
Original Contract Amt.	$299,477.60	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$299,477.60	
Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Additional funds to cover inflationary costs for materials and constructions, and an increase in total quantities needed to complete the project		$60,522.40	
2				
3				
4				
5				
6				
	Total decrease	$0.00		
	Total increase		$60,522.40	
	Net Amount of this Change Order	$60,522.40		
	New Contract Amount Including this Change Order	$360,000.00		
	Percent Change - This Change Order			20.21%
	Percent Change - All Change Orders			20.21%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Frank H. Mills	(Project Manager)	Date 8/7/24
Reviewed / Accepted by: for Scott Goodman	(Consultant)	Date 8.6.24
Accepted by:	(Contractor)	Date 8-6-24
Approved by:	(Director)	Date 8-12-24
Approved by: N/A (Less than 5%) for Nancy Albright	(Commissioner)	Date 9/13/24
Approved by: N/A (Less than 5%)	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Unitarian Universalist Church of Lexington FY22 Class B Infrastructure Stormwater Quality Project Incentive Grant
	CONTRACT NO. 042-2022
	CHANGE ORDER #: 1

1.

2. Is proposed change an alternate bid? ___Yes ___No
3. Will proposed change alter the physical size of the project? ___Yes __No

   If "Yes", explain.

4. Effect of this change on other prime contractors:

5. Has consent of surety been obtained? ___Yes __Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes __No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs:

8. Effect on contract completion date:

_____ Mayor

_____ Date

Stormwater Quality Projects Incentive Grant Program



FY22 UUCL Water Quality Incentive Grant Class BI

- Project Budget:
  - Request for additional funds breakdown:
    - FY2022 grant amount: $ 299,477.60
    - UUCL 20% match amount: $ 74,869.40
    - Total: $ 374,347.00

  - Change Order request:
    - WQG increase amount: $ 60,522.40
    - UUCL 20% match: $ 15,130.60

  - Total:
    - FY2022 grant amount: $ 360,000.00
    - UUCL 20% match amount: $ 90,000.00

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER QUALITY PROJECTS INCENTIVE GRANTS WITH THE UNITARIAN UNIVERSALIST CHURCH OF LEXINGTON (UUCL), FOR STORMWATER QUALITY PROJECTS, INCREASING THE GRANT AWARD BY THE SUM OF $60,522.40, FROM $299,477.60 TO $360,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Award Agreement with the Unitarian Universalist Church of Lexington, for stormwater quality projects, increasing the grant award by the sum of $60,522.40, from $299,477.60 to $360,000.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0826-24:CWE:4879-4889-4429, v. 1

RESOLUTION NO. 466 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE STORMWATER QUALITY PROJECTS INCENTIVE GRANTS WITH THE UNITARIAN UNIVERSALIST CHURCH OF LEXINGTON (UUCL), FOR STORMWATER QUALITY PROJECTS, INCREASING THE GRANT AWARD BY THE SUM OF $60,522.40, FROM $299,477.60 TO $360,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Award Agreement with the Unitarian Universalist Church of Lexington, for stormwater quality projects, increasing the grant award by the sum of $60,522.40, from $299,477.60 to $360,000.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0826-24:CWE:4879-4889-4429, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0834-24

File ID:	0834-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	305-2024	**In Control:**	Urban County Council
				File Created:	08/21/2024
File Name:	Red Cross First Aid Training FY2025			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Div. of Streets and Roads to purchase first aid training from Red Cross, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Red Cross, related to the purchase, at a cost not to exceed $1,520. [Div. of Streets and Roads, Allen]

Notes: Stamped and filed in the CCO. Returned to Chris Stone via scans 11/1/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Red Cross First Aid Training FY2025 memo, Red Cross Training Agreement FY2025, Reso 0834-24 Red Cross Training 4892-8710-2944 v.1.docx, R-467-2024	**Enactment Number:**	R-467-2024
Deed #:		**Hearing Date:**	
Drafter:	Christopher Stone	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0834-24

Title

A Resolution authorizing the Div. of Streets and Roads to purchase first aid training from Red Cross, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Red Cross, related to the purchase, at a cost not to exceed $1,520. [Div. of Streets and Roads, Allen]

Summary

Authorization to execute an Agreement with the Red Cross to provide First Aid Training for 40 employees at the Division of Streets and Roads at a cost of $1,520. Funds are Budgeted. (L0834-24) (Allen/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law:

Risk Management:

Fully Budgeted: Yes

Account Number:	1101-303301-0001-74101	$380
	1115-303303-0001-74101	$380
	4051-303302-0001-74101	$380
	1115-303301-0001-74101	$380

This Fiscal Year Impact: $1,520

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:	1101-303301-0001-74101	$1,999.00
	1115-303303-0001-74101	$500.00
	4051-303302-0001-74101	$2,000.00
	1115-303301-0001-74101	$5,403.98

MAYOR LINDA GORTON

LEXINGTON

ROBERT ALLEN
DIRECTOR
STREETS & ROADS

MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: Robert Allen, Director
Division of Streets & Roads

DATE: August 21, 2024

SUBJECT: Red Cross - First Aid Training

Request: The purpose of this memorandum is to request to provide First Aid Training from the Red Cross for 40 Streets & Roads employees. These fees for the FY 2025 should not exceed the sum of $1,520

Authorization to: Approve service from Red Cross

Purpose of Request

The requested approval will allow 40 Streets & Roads employees to help better serve as First Responders in the event of a crisis.

Projected Cost in FY25

The projected cost in FY 2025 is $ 1,520.00 and is fully budgeted out of the following funds:

1101	303301	0001	74101	$ 380.00
1115	303303	0001	74101	$ 380.00
4051	303302	0001	74101	$ 380.00
1115	303301	0001	74101	$ 380.00

File Number: 0834-24

Director/Commissioner: Allen/Albright

1555 Old Frankfort Pike, Lexington, KY 40504 / 859.425.2255 Phone / 859.253.1014 Fax / lexingtonky.gov

DocuSign Envelope ID: BDD74FB9-58E2-47DF-A042-6072D5927D37

Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and Lexington Fayette Urban County Government, Division of Streets & Roads (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. **LTP Responsibilities.** LTP will:
   - 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
   - 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at https://www.redcrosslearningcenter.org.
   - 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
   - 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
   - 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
   - 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
   - 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
   - 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
   - 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to

LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.

2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.

2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.

2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.

2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.

3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.

3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.

3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.

3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

4. Term and Termination.

4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal,

Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.

5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.

5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

6. Notices. Each Party's contacts for notices and billing under this Agreement are listed on Appendix A.

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.

8. Intellectual Property.

8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").

8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.

8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.

8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.

9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly

negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.

9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.

9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.

9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.

9.6 Data Processing. Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.

9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

9.8 Amendments and Waivers. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.

9.9 Mutual Representations. Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:

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A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.

B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Lexington Fayette Urban County Government, Division of Streets & Roads	**The American National Red Cross**
LTP Signature:	Red Cross Signature: DocuSigned by: Colleen Barrows CF3B62CD82F44DB...
Name: Michael Thomas	Name: Colleen Barrows
Title: Project Manger Sr	Title: Sales Representative
Date:	Date: 6/5/2024

DocuSign Envelope ID: BDD74FB9-58E2-47DF-A042-6072D5927D37

Licensed Training Provider Agreement
Appendix A – Contact Information

Licensed Training Provider (LTP) Information
LTP: Lexington Fayette Urban County Government, Division of Streets & Roads
LTP Address: 1555 Old Frankfort Pike Lexington KY 40504 LTP Fax:
LTP Account Number: LEXINGTONURBAN
LTP Contact: Michael Thomas
LTP Contact Email: mthomas@lexingtonky.gov
LTP Contact Phone: (859) 338-1761 Extension:
(**NOTE:** *All Billing Contact information MUST be completed for a specific individual; not a system/generic email*)
LTP Billing Contact Name: Michael Thomas
LTP Billing Contact Phone: (859) 338-1761 Extension:
LTP Billing Contact Email: mthomas@lexingtonky.gov
LTP Billing Address: 1555 Old Frankfort Pike Lexington KY 40504
LTP DUNS Number:
Email for Invoice Delivery (if electing electronic invoice delivery):
Notices to be delivered to LTP Contact, above.
Red Cross sales representative
Name: Colleen Barrows
Phone: (833) 676-3491 Ext.: 134761 Email: colleen.barrows@redcross.org
Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF STREETS AND ROADS TO PURCHASE FIRST AID TRAINING FROM RED CROSS, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH RED CROSS, RELATED TO THE PURCHASE, AT A COST NOT TO EXCEED $1,520.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Division of Streets and Roads is authorized to purchase First Aid Training from Red Cross, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Red Cross related to the purchase.

Section 2 – That an amount, estimated not to exceed the sum of $1,520.00, be and hereby is approved for payment to Red Cross, from the following accounts in the following amounts: #1101-303301-74101 ($380.00), 1115-303303-74101 ($380.00), 4051-303302-74101 ($380.00), and 1115-303301-74101 ($380.00).

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0834-24:GET:4892-8710-2944, v. 1

RESOLUTION NO. 467 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF STREETS AND ROADS TO PURCHASE FIRST AID TRAINING FROM RED CROSS, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH RED CROSS, RELATED TO THE PURCHASE, AT A COST NOT TO EXCEED $1,520.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Division of Streets and Roads is authorized to purchase First Aid Training from Red Cross, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Red Cross related to the purchase.

Section 2 – That an amount, estimated not to exceed the sum of $1,520.00, be and hereby is approved for payment to Red Cross, from the following accounts in the following amounts: #1101-303301-74101 ($380.00), 1115-303303-74101 ($380.00), 4051-303302-74101 ($380.00), and 1115-303301-74101 ($380.00).

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0834-24:GET:4892-8710-2944, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0836-24

File ID:	0836-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	273-2024	**In Control:**	Urban County Council
				File Created:	08/21/2024
File Name:	Request Council authorization to execute an Amendment to the Agreement with the University of Kentucky Research Foundation (UKRF) to increase the contract in the amount of $83,619 for the provision of evaluation services for the Community Paramedicine Ove			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Addendum No. 1 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Dept. of Justice, Bureau of Justice Assistance Grant Program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619. [Council Office, Hall]

Notes: Stamped and filed in the CCO. Returned to Rita 10/8/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	25 - Blue Sheet Memo UKRF Agreement, Addendum to LFUCG-UK CDAR Agreement - Unsigned, RESO 0836-24 UKRF- CPOOL Project 4891-0144-0483 v.1.docx, R-468-2024, Contract #273-2024	**Enactment Number:**	R-468-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
2	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0836-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Addendum No. 1 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Dept. of Justice, Bureau of Justice Assistance Grant Program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619. [Council Office, Hall]

Summary

Authorization to execute an Amendment to the Agreement with the University of Kentucky Research Foundation (UKRF) to increase the Contract in the amount of $83,619 for the provision of evaluation services for Community Paramedicine Overdose Outreach Lexington (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance Grant Program, and to extend the period of performance to September 30, 2025. Funds are Budgeted. (L0836-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 8/19/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3140-505701-71299

This Fiscal Year Impact: $83,619

Annual Impact: Future Budget year cost is $83,619 in FY2026.

Project: COSSUP_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $250,857

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 20, 2024**

SUBJECT: **Agreement with the University of Kentucky Research Foundation (UKRF) for the Division of Fire and Emergency Services**

Request: Council authorization to execute an Amendment to the Agreement with the University of Kentucky Research Foundation (UKRF) to increase the contract in the amount of $83,619 for the provision of evaluation services for the Community Paramedicine Overdose Outreach Lexington (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program, to extend the period of performance to September 30, 2025. Cost not to exceed $83,619.

Purpose of Request: On February 15, 2024 (Resolution 057-2024), Council authorized execution of the agreement with UKRF to provide evaluation services pertaining to Year 1 of the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach Services under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program. The University of Kentucky Research Foundation is listed as the required evaluator in the grant application. This action will amend the UKRF original agreement to extend the evaluation services until September 29, 2025.

What is the cost in this budget year and future budget years? $83,619 is cost in FY2025
Future budget year cost for renewal is $83,619 for FY2026.

Are the funds budgeted? Yes, 3140-505701-71299, COSSUP_2024, FED_GRANT, 2024

File Number: 0836-24

Director/Commissioner: Wells/Armstrong

ADDENDUM NO. 1 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this _____ day of _____ 2024, 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 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, LFUCG and UKRF entered into an Agreement dated April 11, 2024, ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project and oversight of reporting over the term of the grant period, compensating UKRF Eighty-Three Thousand Six Hundred Nineteen Dollars ($83,619.00) for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Six Hundred Nineteen Dollars ($83,619.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning October 1, 2024, through September 30, 2025.

The parties agree that all other terms and conditions of the Agreement dated April 11, 2024, shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY_____
Kim C. Carter, Executive Director

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S COMMUNITY PARAMEDICINE OVERDOSE OUTREACH (CPOOL) UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM FROM THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AT A COST NOT TO EXCEED $83,619.00

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 1 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619.00.

Section 2 – That an amount, not to exceed the sum of $83,619.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account #3140 – 505701 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0836-24:WR:4891-0144-0483, v. 1

RESOLUTION NO. 468 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S COMMUNITY PARAMEDICINE OVERDOSE OUTREACH (CPOOL) UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM FROM THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AT A COST NOT TO EXCEED $83,619.00

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 1 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619.00.

Section 2 – That an amount, not to exceed the sum of $83,619.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account #3140 – 505701 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0836-24:WR:4893-8597-9363, v. 1

ADDENDUM NO. 1 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 26th day of September 2024, 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 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, LFUCG and UKRF entered into an Agreement dated April 11, 2024, ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project and oversight of reporting over the term of the grant period, compensating UKRF Eighty-Three Thousand Nine Hundred Fifty-Four Dollars ($83,954.00) for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Nine Hundred Fifty-Four Dollars ($83,954.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning October 1, 2024, through September 30, 2025.

The parties agree that all other terms and conditions of the Agreement dated April 11, 2024, shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Linda Gorton, Mayor

ATTEST:

Clerk of Urban County Council

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY Kim C. Carter 10/1/2024

Kim C. Carter, Associate Director

BAH CAC

Copy in lieu of original

Resolution #473-20[illegible]
Contract #272-2024
112

NASPO ValuePoint

PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: 187962

Contractor: KONICA MINOLTA **BUSINESS SOLUTIONS INC., U.S.A.**

Participating Entity: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all entities under the authority of Lexington-Fayette Urban County Government. Issues of interpretation and eligibility for participation are solely within the authority of the Lexington-Fayette Urban County Government Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

NASPO ValuePoint

Contractor

Name:	Nitzia Payne, State Contract Specialist
Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

Name:	Lexington-Fayette Urban County Government
Address:	200 E. Main St., Lexington, KY 40507
Telephone:	859-258-3320
Fax:	n/a
Email:	tslatin@lexingtonky.gov; chayes@lexingtonky.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[X] No changes to the terms and conditions of the Master Agreement are required.

[_] The following changes are modifying or supplementing the Master Agreement terms and conditions.

["Reserved"]

5. Lease and Rental Agreements:

(a) Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, Section III Purchase, Lease and Rental Programs A-F, unless otherwise agreed to by the parties thereto, and shall be in the form of the KMBS Master Lease Agreement (Attachment 1) and KMBS Master Premier Advantage Lease Schedule with Maintenance (Attachment 2), or KMBS Master Premier Lease Schedule without Maintenance (Attachment 3).

(b) In lieu of signing a KMBS Master Lease Agreement and KMBS Master Premier Advantage Lease Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order ("PO") that states "This Purchase Order is subject to and incorporates by reference (i) that certain KMBS Master Lease Agreement as Attachment 1 to NASPO

ValuePoint Master Agreement No. 187962. This purchase order shall constitute a KMBS Master Premier Advantage Lease Schedule under the terms of the KMBS Master Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

(c) Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the KMBS Master Lease Agreement, and this Section constitutes the entire agreement between the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and the NASPO ValuePoint Master Agreement, the NASPO Master Agreement shall govern and control. In the event of a conflict between the NASPO ValuePoint Master Agreement and the Participating Addendum, the terms of the Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties unless such modification is in writing and signed by the parties.

(d) INDEMNITY: Except to the extent as may be prohibited or limited by applicable law, we are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. This indemnity survives the expiration or termination of this Agreement.

(e) Software Only - Obligor hereby assumes liability for, and shall pay when due, and on a net after-tax basis shall indemnify and defend Payee, and, as applicable, any Assignee, against, all import, warehouse and other fees, sales, use, property, value added, withholding and other taxes and governmental charges (including, without limitation, customs and other duties and interest and penalties) of any nature imposed upon or in any way relating to Payee, Assignee, Obligor, any Licensed Software, any Services, and/or the Software Agreement (including without limitation the purchase, licensing, ownership, shipment, transportation, delivery, installation, leasing, possession, use, operation, storage and return of such Licensed Software and the purchase and use of the Services) or any Schedule, except state, local or Federal taxes on or measured by Payee's and any Assignee, as applicable, net income (collectively, "Taxes").

(f) Software Only - RIGHTS AND REMEDIES. If an Event of Default has occurred and is continuing, then Payee may (at its option and with notice to Obligor or any other person (except as otherwise provided in Section 4): (a) require the outstanding balance of the applicable Schedule Installment Paymentamounts immediately due and payable (including, without limitation accrued but unpaid interest) of any or all Schedules, plus the present value discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Payment term, all as reasonably determined by US, or (b) 3% per annum, of the remaining unpaid balance of the Installment Payments and other Payments to

become due to become immediately due and payable by Obligor; and (b) cause Licensor to terminate all of Obligor's rights to use any or all of the Licensed Software or any or all Services; and (c) pursue any rights or remedies available at law or in equity. In the event Payee, or any Assignee, as applicable, shall institute any action for the enforcement of the collection of all or any portion of the Installment Payments or any other indebtedness under any Schedule or to protect, preserve or enforce its rights, there shall be immediately due from Obligor, in addition to the amounts due above, all costs and expenses of such action, including, without limitation, attorneys' fees and expenses. No failure or delay on the part of Payee, or any Assignee, as applicable, to exercise any right or remedy hereunder shall operate as a waiver thereof of such right or of any other right under this MIPA or any Schedule or under any other document or instrument executed or delivered in connection with this MIPA or any Schedule. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default. Notwithstanding any other provisions of this MIPA or any Schedule or any document or instrument executed or delivered in connection with this MIPA or any Schedule, interest, fees and the like shall not exceed the maximum rate permitted by applicable law.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement # 187962 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;

ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Authorized Dealers: All Contractors and resellers authorized by NASPO, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement..

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187962 & Participating Entity Lexington-Fayette Urban County Government" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:
   i) Interactive White boards;
   ii) Computers, monitors, or other related items;
   iii) Fax machines;
   iv) Overhead Projectors; and
   v) Cameras.

   NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and

    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and

    c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental



rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Agreement as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Lexington-Fayette Urban County Government	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature: Linda Gorton	Signature: Kristen McKenna
Name: Linda Gorton	Name: Kristen McKenna
Title: Mayor	Title: Director, Government Contracts
Date:	Date: 10/3/24

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Lexington-Fayette Urban County Government	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature:	Signature: 
Name: Linda Gorton	Name: Kristen McKenna
Title: Mayor	Title: Director, Government Contracts
Date:	Date: 10/3/24

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0837-24

File ID:	0837-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	001-2024	**In Control:**	Urban County Council
				File Created:	08/21/2024
File Name:	Contract Modification 1 Contract #001-2024 with Strand Associates Inc. for Town Branch Park Access Improvements Project			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for the Town Branch Park Access Improvements Project, increasing the Contract price by the sum of $50,000, from $100,000 to $150,000. [Div. of Engineering, Burton]

Notes: Stamped and filed in the CCO. Returned via scans to Mark 10/24/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	TB Park Access Improvements Memo.pdf, Town Branch Park Access Improvements - Mod No1.pdf, 837-24 strand 4853-5581-0781 v.1.docx, R-469-2024, 001-2024 - 028-2024 - CONTRACT - 2025 - CLK - Contracts - 7-10-2025	**Enactment Number:**	R-469-2024
Deed #:		**Hearing Date:**	
Drafter:	Sara Burd	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0837-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Contract with Strand Associates Inc., for the Town Branch Park Access Improvements Project, increasing the Contract price by the sum of $50,000, from $100,000 to $150,000. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No.1, with Strand Associates Inc., for additional construction phase engineering services for the Town Branch Park Access Improvements Project for a total not to exceed $50,000, bringing the new Contract total to $150,000. The LFUCG Division of Engineering needs this action to obtain additional engineering services for substantial design changes due to unforeseen site conditions. Funds are Budgeted. (L0837-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael R. Sanner, August 21, 2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-303202-3251-91715

This Fiscal Year Impact: $50,000

Annual Impact: $0

Project: TB_PARK2_2023

Activity: CONSTRUCT_CAP

Budget Reference: 2023

Current Balance: $2,041,573.15

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: Doug Burton, Director
Division of Engineering

DATE: August 21, 2024

SUBJECT: Town Branch Park Access Improvements Project
Engineering Services Contract Modification No.1
Contract 001-2024

Request:

Request Council authorization to execute Contract Modification No.1, with Strand Associates Inc., for additional construction phase engineering services for the Town Branch Park Access Improvements Project**,** for a total not-to-exceed amount of $50,000.

Purpose of Request:

On January 23, 2024, Council authorized the execution of an agreement with Strand Associates, in the amount of $100,000 for construction phase engineering support services (Resolution No. 028-2024). The LFUCG Division of Engineering needs this action to obtain additional engineering services for substantial design changes due to unforeseen site conditions at the subject project.

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

The cost for this FY is: $50,000.00
The cost for future FY is: N/A

Are the funds budgeted?

Yes, the funds are budgeted in in the following accounts:

Fund	Dept ID	Sec	Acct	Project
1105	303202	3251	91715	TB_PARK2_2023

File Number: 0837-24

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION

DATE: 07/17/24

Project: Town Branch Park Access Improvements Project

Location: Manchester Street from High St to OLW

To (Contractor): Stand Associates
651 Perimeter Road #220
Lexington, KY 40517

Contract No: 001-2024

Contract Modification No: 1

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	ADD	Additional Design Engineering Services	LS	1	$ 50,000.00	$ -	$ 50,000.00
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
Total decrease						$ -	
Total increase							$ 50,000.00
Net (increase/decrease) in contract price							$ 50,000.00

Current Contract Amount = $100,000.00

New Contract Amount = $150,000.00

Recommended by _____ (Proj. Engr.) Date 07/17/24

Accepted by _____ (Contractor) Date 7/25/24

Approved by _____ (Director - Engineering) Date 8/20/24

Approved by _____ (Commissioner - EQPW) Date 8/20/24

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch Park Access Improvements Project
	CONTRACT NO. 001-2024
	CONTRACT MODIFICATION NO.: 1

1. Necessity for change: During construction, field conditions were encountered that required a significant design change to a retaining wall and adjacent roadway. This contract modification covers the cost for meetings, site visits and preparation of plans and specifications to address the design changes.
2. Is proposed change an alternate bid? ___Yes __x___No
3. Will proposed change alter the physical size of the project? ___Yes __x__No

   If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes __x__Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _x__No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

_____ _____

Mayor Date

CONTRACT HISTORY FORM

Project Name: **Town Branch Park Access Improvements Project**

Contractor: **Strand Associates**

Contract Number and Date: **001-2024** **01/18/24**

Responsible LFUCG Division: **Engineering**

CONTRACT AND MODIFICATION DETAILS

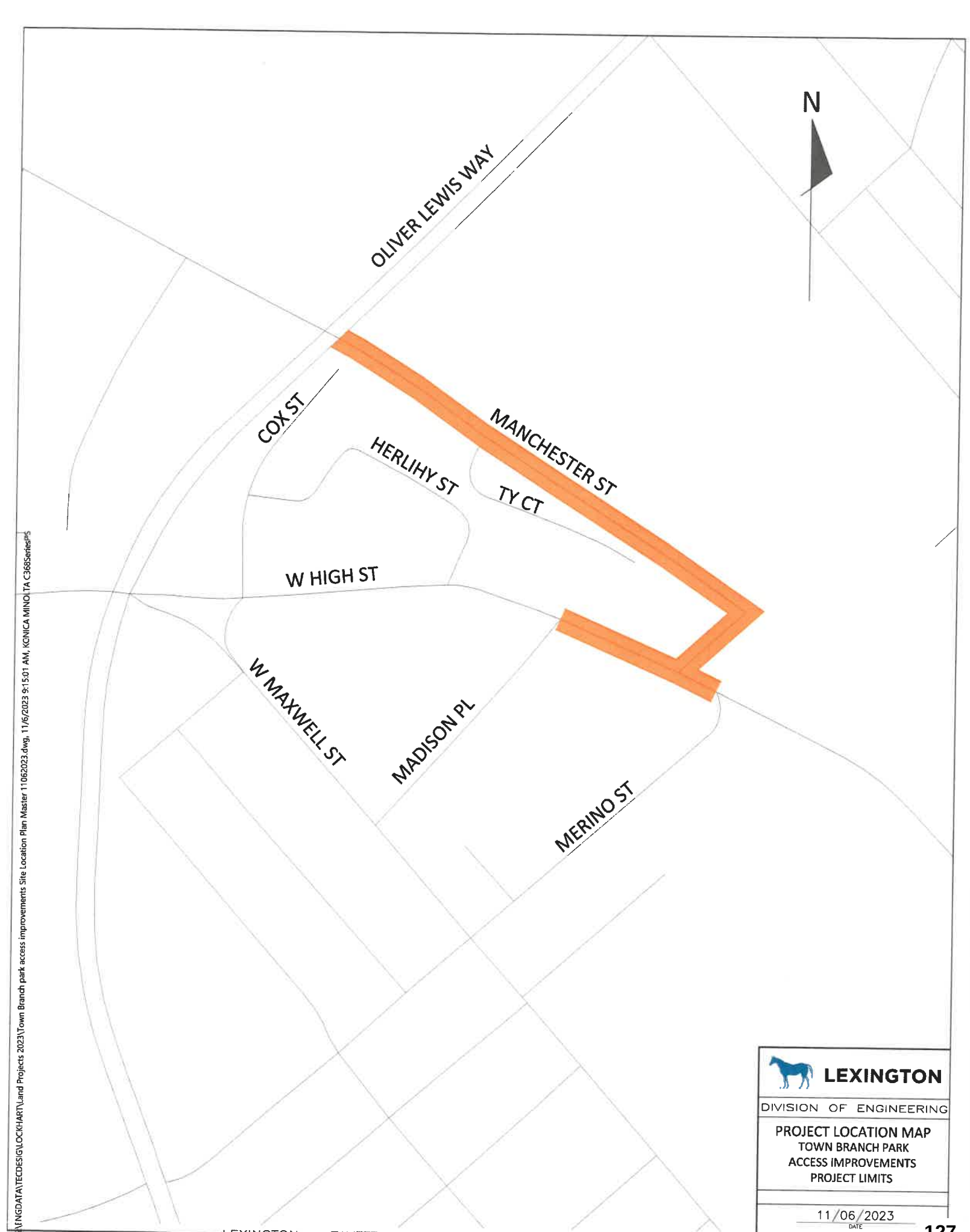
A. Original Contract Amount: Next Lowest Bid Amount:	$	**100,000.00**	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$	**100,000.00**	
D. Amended Contract Amount:	$	**100,000.00**	
E. Cumulative Amount of All Previous Change Orders:	$	**0.00**	**0.0%** *(Line E / Line D)*
F. Amount of This Change Order:	$	**50,000.00**	**50.0%** *(Line F / Line D)*
G. Total Contract Amount:	$	**150,000.00**	

SIGNATURES

Project Manager: [signature] Date: 07/17/24

Reviewed by: [signature] Date: 07/17/24

Division Director: [signature] Date: 8/20/24



G:\NGDATA\TECDESIGN\LOCKHART\Land Projects 2023\Town Branch park access improvements Site Location Plan Master 11062023.dwg, 11/6/2023 9:15:01 AM, KONICA MINOLTA C368SeriesPS

LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
TOWN BRANCH PARK
ACCESS IMPROVEMENTS
PROJECT LIMITS

11/06/2023
DATE

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STRAND ASSOCIATES INC., FOR THE TOWN BRANCH PARK ACCESS IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $50,000.00, FROM $100,000.00 TO $150,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the contract with Strand Associates Inc., for the Town Branch Park Access Improvements Project, increasing the contract price by the sum of $50,000.00, from $100,000.00 to $150,000.00.

Section 2 – That an amount, not to exceed the sum of $50,000.00, be and hereby is approved for payment to Strand Associates Inc., from account #1105-303202-91715, pursuant to the terms of the Change Order.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
837-24:MRS:4853-5581-0781, v. 1

RESOLUTION NO. 469 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH STRAND ASSOCIATES INC., FOR THE TOWN BRANCH PARK ACCESS IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $50,000.00, FROM $100,000.00 TO $150,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the contract with Strand Associates Inc., for the Town Branch Park Access Improvements Project, increasing the contract price by the sum of $50,000.00, from $100,000.00 to $150,000.00.

Section 2 – That an amount, not to exceed the sum of $50,000.00, be and hereby is approved for payment to Strand Associates Inc., from account #1105-303202-91715, pursuant to the terms of the Change Order.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

837-24:MRS:4853-5581-0781, v. 1

R-315-2025
Original R-028-2024
~~Contract #001-2024~~

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION Page 1

Stand Associates
651 Perimeter Road #220
Lexington, KY 40517

Date:	May 27, 2025	
Project:	Town Branch Park Access Improvements Project	
Location:	Manchester Street - High to Oliver Lewis Way	
Contract No.	001-2024	
Original Contract Amt.	$100,000.00	
Cumulative Amt of Previous COs	$50,000.00	
Percent Change - Previous COs		50.00%
Total Contract Amt Prior to this CO	$150,000.00	
Contract Modification No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
	Total decrease	$0.00		
	Total increase		$50,000.00	
	Net Amount of this Change Order	$50,000.00		
	New Contract Amount Including this CO	$200,000.00		
	Percent Change - This Change Order			50.00%
	Percent Change - All Change Orders			100.00%

The time for completion is task dependent and shall be per the Strand Proposal dated 5/23/25.

	Date
Recommended by _____ (Proj. Engr.)	05/29/25
Accepted by _____ (Contractor)	6/2/25
Approved by _____ (Director - Div. of Engineering)	6/6/25
Approved by _____ (Comissioner - EQPW)	6/9/25
Approved by _____ (Mayor)	7/9/2025

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch Park Access Improvements Project
	CONTRACT NO. 001-2024
	CONTRACT MODIFICATION NO.: 2

1. Necessity for change: Multiple issues related to the subject project have led to the need for additional engineering services. These are:
   - Provide additional construction phase engineering support to cover an extended construction period due to unforseen field conditions.
   - Evaluation and preparation of a design drawings to address a long-term history of poor roadway drainage within the project extents on W. High St.
   - Evaluation of and engineering support for rejected speed table construction work to ensure the reworking is performed according to plans and specifications.
   - Prepare engineering design drawings for restoration of the exposed south abutment of the former Jefferson Street bridge.
   - Provide project close-out assistance.
2. Is proposed change an alternate bid? ___Yes __x___No
3. Will proposed change alter the physical size of the project? ___Yes __x__No

   If "Yes", explain.
4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes __x__Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _x__No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: N/A

Linda Gorton

Mayor

7/9/2025

Date

CONTRACT HISTORY FORM

Project Name: **Town Branch Park Access Improvements Project**

Contractor: **Strand Associates**

Contract Number and Date: **001-2024** **05/27/25**

Responsible LFUCG Division: **Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount: Next Lowest Bid Amount:	$	**100,000.00**	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$	**100,000.00**	
D. Amended Contract Amount:	$	**100,000.00**	
E. Cumulative Amount of All Previous Change Orders:	$	**50,000.00**	**50.0%** *(Line E / Line D)*
F. Amount of This Change Order:	$	**50,000.00**	**50.0%** *(Line F / Line D)*
G. Total Contract Amount:	$	**200,000.00**	

SIGNATURES

Project Manager: _____ Date: 06/06/25

Reviewed by: _____ Date: 06/06/25

Division Director: _____ Date: 6/6/25

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
(P) 859.225.8500
www.strand.com

May 23, 2025

Mr. Mark Feibes, P.E., Design and Construction Section Manager
Lexington-Fayette Urban County Government, Division of Engineering
101 East Vine Street, 4th Floor
Lexington, KY 40507

Re: Town Branch Park Public Access Improvements Project (Project)
Lexington-Fayette Urban County Government, Kentucky (LFUCG)

Dear Mark,

Strand Associates, Inc.® (Strand) is providing construction-related services to support LFUCG in finishing the Project. Strand has reached its currently approved billing limit. Strand is requesting to increase its current billing limit by $50,000 to provide the following additional services for the Project.

1. Continue with 2 months of additional construction-related services.

2. Develop West High Street conceptual drainage alternatives for LFUCG's review and approval.

3. Perform a topographic survey of West High Street, extending from 811 West High to Merino Street.

4. Prepare a design revision to the Project to install header curb along the north side of West High Street.

5. Prepare a separate drawing deliverable for LFUCG's selected West High Street drainage concept. The drawing deliverable is anticipated to be used by LFUCG, and LFUCG will provide technical specifications or a unit price contract to procure a contractor.

6. Provide comments on a contractor-constructed speed table and proposed modifications for general conformance with the construction documents.

7. Prepare a drawing to modify the existing abutment for LFUCG's review and approval.

8. Assist with closing out the Project.

If you have any questions or comments, please call 859-225-8500.

Sincerely,

STRAND ASSOCIATES, INC.®
Chase K Wright
Chase K. Wright, P.E.

CKW:ms2\S:\LEX\2800–2899\2815\333\Project Mgmt\Agreements\Additional Service Request Letter.052325.docx

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

Request for Supplemental Design Services
West High Street Drainage

The Lexington-Fayette Urban County Government (LFUCG), is requesting a letter proposal from Strand Associates for engineering services to evaluate drainage conditions on West High Street between Merino Street and Madison Place, and to prepare plans and specifications for a constructable solution. Services will be furnished through a Contract Modification to the current Engineering Services Agreement for the Town Branch Park Access Improvements Project.

Project Background

Rainwater ponds on West High Street between Merino Street and Madison Place in two locations: The SE corner of Madison Place and W. High Street; and the south side of W. High Street, in front of the entrance to 718 W. High Street (Community Action Council parking lot).

On the north side of W. High Street across from Madison Place rainwater drains from the roadway onto the adjacent properties at 733 and 735 W High Street, and channels down the hill between the two residences.

Project Scope

This task will entail the following:

1. Supplement field data developed for the Town Branch Access Improvements Project, as needed to develop a detailed base plan. Additional data may include LFUCG GIS data: mapping including parcel lines, aerial photography, and existing infrastructure. Conduct additional field survey as needed.

2. Develop a conceptual plan, or conceptual alternates if applicable, to correct the drainage issues with a design goal of a 10-year storm. Identify critical issues, including the need for ROW or temporary easements, utility conflicts, constructability challenges, etc. Prepare a preliminary opinion of probable construction cost. Plans and narrative may be provided in a letter format report.

3. Meet with Engineering staff on-site to discuss the concept(s) developed.

4. With approval of the selected solution by Engineering staff, proceed with preparation of plans, technical specifications, and a final opinion of probable construction cost.

Schedule and Completion

The Consultant shall complete all phases of the project within 30 calendar days of a Notice to Proceed.

Exhibits: Photos

This request with exhibits are submitted to Strand Associates on 05/07/25 via e-mail: M. Feibes to C. Wright.

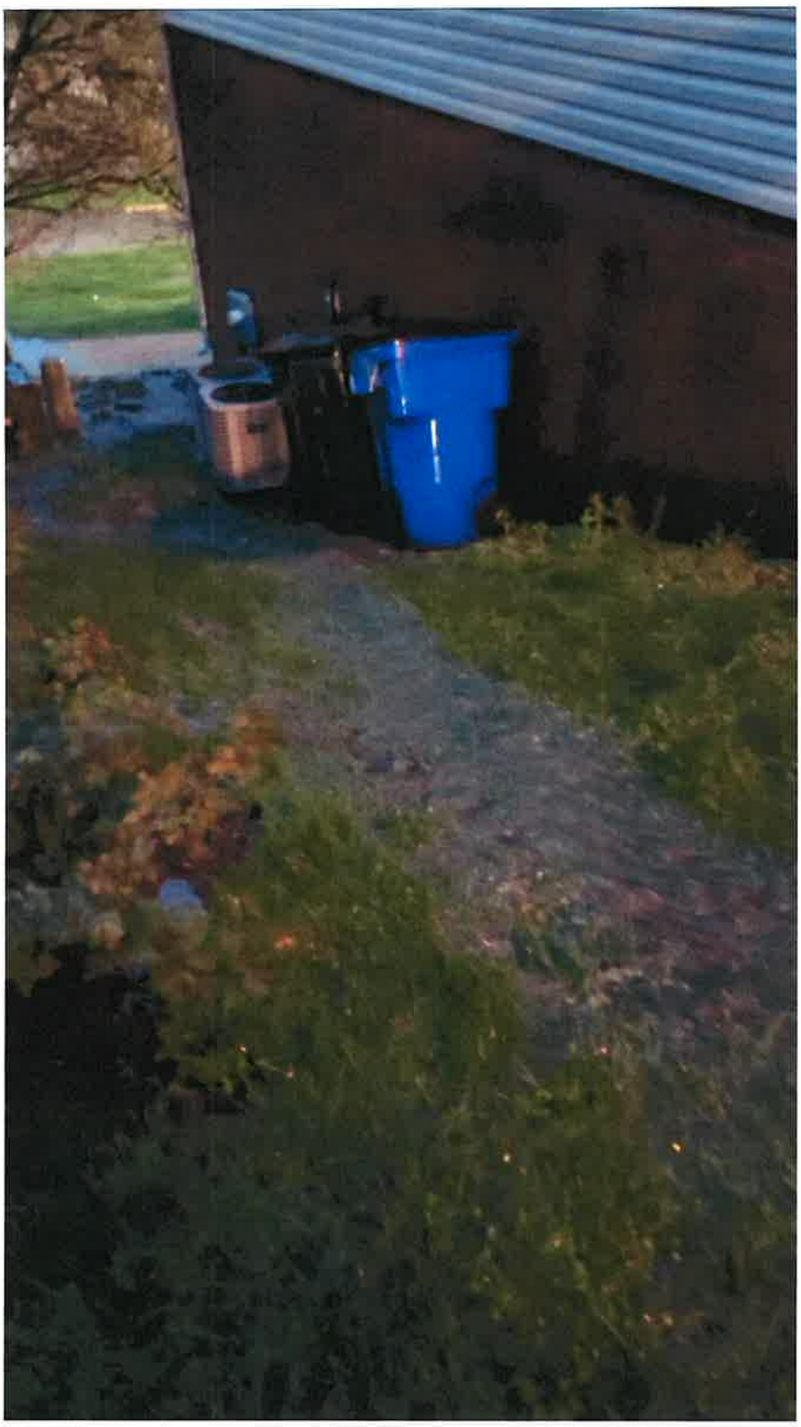
718 W. High St



Intersection of Madison Place and W. High St.



Flow channel between 733 and 735 W. High St.



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0847-24

File ID:	0847-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	259-2024	**In Control:**	Urban County Council
				File Created:	08/23/2024
File Name:	Forensic Technology Inc. (IBIS)			**Final Action:**	09/12/2024

Title: A Resolution authorizing the Div. of Police to purchase Integrated Ballistic Identification System Safeguard Warranty and Protection Plan from Forensic Technology Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Forensic Technology Inc., related to the procurement at a cost not to exceed $20,878.60. [Div. of Police, Weathers]

Notes: agreement in office 8.30

Stamped and filed in the CCO. Returned to Renita Happy via scans 9/30/2024. MS

SAF in the CCO. REturned to Renita via scans 7/22/2025. MS

Sponsors:		**Enactment Date:**	09/12/2024
Attachments:	Cover Memo - Forensic Technology Inc. - SafeGuard Warranty and Protection Plan (IBIS), Forensic Technology - SafeGuard Warranty and Protection Plan (August), NIBIN-IBIS 2025 SOLE SOURCE CERTIFICATION, 847-24 forensic tech 4884-8212-4256 v.1.docx, R-458-2024, Contract #259-2024, Contract #259-2024	**Enactment Number:**	R-458-2024
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0847-24

Title

A Resolution authorizing the Div. of Police to purchase Integrated Ballistic Identification System Safeguard Warranty and Protection Plan from Forensic Technology Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Forensic Technology Inc., related to the procurement at a cost not to exceed $20,878.60. [Div. of Police, Weathers]

Summary

Authorization to establish Forensic Technology Inc., (a member of the Ultra Group of companies) as a sole source vendor and accept the attached Integrated Ballistic Identification System (IBIS) SafeGuard Warranty and Protection Plan proposal for the IBIS BRASSTRAX Acquisition Station that the Lexington Police Department currently utilizes for cartridge casing images. The coverage period is for sixty (60) months (Option 6), from September 19, 2024 to September 18, 2029. The annual cost is $20,878.60. Funds are Budgeted. (L0847-24) (Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Michael Sanner, July 19, 2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: $20,878.60 per year x 5 years = $104,393

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $657,083.35

Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: August 23, 2024

SUBJECT: Forensic Technology Inc. – Integrated Ballistic Identification System (IBIS)

Request
Authorization to reestablish Forensic Technology Inc. as a sole source vendor and accept the attached Integrated Ballistic Identification System (IBIS) SafeGuard Warranty and Protection Plan proposal.

Why are you requesting?
This is a SafeGuard Warranty and Protection Plan for the IBIS BRASSTRAX Acquisition Station that the Lexington Police Department currently utilizes. The IBIS BRASSTRAX Acquisition Station captures high resolution 2D and 3D images of the cartridge casing. The images of the cartridge casing are entered into NIBIN (National Integrated Ballistic Information Network). This network allows cartridge casings from across the country to be compared to each other. The NIBIN will return a list of potential matches. All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology's SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

The coverage period is for sixty (60) months (Option 6), from September 19, 2024 to September 18, 2029. The annual cost is $20,878.60. Customer can terminate this contract for its convenience at a cost not to exceed the contract price. This is also to establish Forensic Technology Inc. as a sole source vendor. The attached agreement requires the approval/signature of Council and Mayor Gorton.

What is the cost in this budget year and future budget years?
Funds are budgeted - $20,878.60 per year x (5 Years) = $104,393

Are the funds budgeted? Yes – 1101-505506-5561-76102

File Number: 0847-24

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Docusign Envelope ID: B9CE8001-2A65-48D8-BA58-A51989E2AA2B

Forensic Technology | A **LeadsOnline** Company

Forensic Technology Inc.
7975 114th Ave. North, Suite 2500
Largo, FL 33773-5028, USA
Toll Free +1 888 984 4247

August 14, 2024

Lieutenant Chris Sizemore
Lexington Fayette Urban County Government (LFUCG)
150 E. Main Street
Lexington, Kentucky 40507

Subject: **Proposal for our SafeGuard Warranty and Protection Plan**
(Our reference S-10823 Rev. 01)

Dear Lieutenant Sizemore:

Forensic Technology Inc., (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Lexington Fayette Urban County Government (LFUCG)** (hereinafter referred to as the **Customer**) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.
All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology's SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000921	September 2018

1. Pricing Options

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

1.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	**Twelve (12) Months** September 19, 2024 to September 18, 2025	**Thirty-six (36) Months** September 19, 2024 to September 18, 2027	**Sixty (60) Months** September 19, 2024 to September 18, 2029
Price	$21,848	$67,529	$115,992
Multi-Year Discount	Not Applicable	($4,659)	($16,819)
Total Price (USD)	**$21,848.00**	**$62,870.00**	**$99,173.00**

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1.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	Option 5	Option 6
Coverage Period	**Twenty-four (24) Months** September 19, 2024 to September 18, 2026	**Thirty-six (36) Months** September 19, 2024 to September 18, 2027	**Sixty (60) Months** September 19, 2024 to September 18, 2029
Price	$44,351	$67,529	$115,992
Multi-Year Discount	($1,109)	($3,376)	($11,599)
Total Price (USD)	**$43,242.00**	**$64,153.00**	**$104,393.00**
Annual Payment	**$21,621.00**	**$21,384.33**	**$20,878.60**

NOTES:

1. **The Customer has confirmed exemption from sales tax and provided Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.**
2. **Software upgrades, repairs and/or reactivation fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.**

Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (214) 502-6453 or via e-mail at Diane.Ross@ultra-ft.com. We look forward to your reply.

Sincerely,

Diane Cannata

Diane Cannata
Solution Services Sales Specialist

Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Lexington, Kentucky USA
- Sole Source Justification

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

Terms and Conditions

1. Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **September 18, 2024**.

2. Currency

All prices are quoted in **United States Dollars**.

3. Payment Terms

Option	Payment Terms
1, 2, and 3	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.
4, 5, and 6	SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

1. The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period;

   and

2. Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reactivation fee, the Customer will be responsible for the following:

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

6. Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

9. Limitation of Liability

Forensic Technology's will be liable for **direct** property damage or personal injury caused by its employees willful conduct or **gross** negligence while on LFUCG property. Total liability resulting from or in connection any contract resulting from this proposal shall be limited to the lesser of (a) Customer proven direct damages; or (b) the purchase price of the service(s) with respect to which the alleged losses or damages are claimed.

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

10. Termination for Convenience

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

11. Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

12. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation.

Any suit or legal proceeding must be exclusively brought in the federal or state courts of the County where Customer is located, and each party submits to this jurisdiction and venue. Nothing in this proposal or the contract resulting from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

13. Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice.

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

14. Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
  - to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
  - to a Public Official (or his representative), any political party or party official, any candidate for political office:
    - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
    - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
    - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
  - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

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SafeGuard

IBIS Warranty and Protection Plan

This document describes the scope of after-sales support and services offered by Forensic Technology for the **IBIS®** components located in Lexington, Kentucky USA (site 373US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Service. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

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1. **Telephone and emails**: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. **Remote support**: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.
3. **On-site diagnosis visit**: If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. **On-site repair visit**: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

2. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Solutions (GCS) team, who will then initiate

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corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. All charges related to the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTES:

1. **Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.**
2. **This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.**

4. Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

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5. Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

6. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

7. Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

7.1 e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

7.2 Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills,

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guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

8. Customer Care Program

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

9. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

10. Software Upgrades

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However,

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Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

10.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrades either using a manual remote method or the Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

10.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

10.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

10.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

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11. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

12. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

13. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

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Please contact your Sales Representative for additional information.

NOTE: Under special circumstances, relocation of equipment within the same building may be performed by the Customer under the guidance of Forensic Technology's GCS staff, after authorization by the GCS Manager. This service is offered upon certain conditions, which may include: timing and GCS Field Technician availability, proper communication ability, presence and approval of a technical Customer representative, assurance of new location meeting specifications, and agreement to strictly follow Forensic Technology's procedures and guidance. All related activities are managed by the GCS team involving remote Support Specialists, technicians and others, and must be scheduled and approved at least ten (10) business days in advance by all parties.

LEXINGTON FAYETTE
URBAN COUNTY GOVERNMENT

By:_____

Mayor

FORENSIC TECHNOLOGY, INC

Signé par :
By: Alvaro Venegas

President

Alvaro Venegas

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ULTRA

Sole Source Justification

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,

Stacy Stern

Stacy Stern
Chief Revenue Officer

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JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,500-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Lt. Chris Sizemore Division/Dept Police/Special Investigations

Phone 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

Type of Purchase: (X) Goods/Materials/Equipment (X) Services

Cost: $20,878.60

Sole Source Request for the Purchase of:
IBIS: SafeGuard Warranty & Protection Plan

□ One Time Purchase

X To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Forensic Technology, Inc.

Contact Name Diane Cannata

Address 7975 114th Ave. North, Suite 2500 Largo, FL 33773-5028

Phone 214-502-6453 Email Diane.Cannata@leadsonline.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)
My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

The service agreement through Forensic Technology is structured to ensure continued compatibility with the NIBIN network. As such, Forensic Technology is the only vendor capable of covering this equipment. Only a service agreement through Forensic Technology can provide remote monitoring of the system, 24/7 technical Furthermore, servicing of this equipment requires access to proprietary, commercially-sensitive information that is only usable by employees of Forensic Technology. support, and the automatic software upgrades that ensure ongoing compatibility with the NIBIN network, as well as other hardware upgrades needed to keep pace with software updates.

2. **Below are eligible reasons for sole source. Check one and describe.**

X☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:
-
Furthermore, servicing of this equipment requires access to proprietary, commercially-sensitive information that is only usable by employees of Forensic Technology.

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

I have been in contact with The ATF who provided the Lexington Police Department with our IBIS® Acquisition Station (Serial #BRTX00000921) and they advised that Forensic Technology is the only vendor that can supply and support this system, and that this system is the only technology that has undergone and passed the security standards needed for integration into the ATF's NIBIN network.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for the maintenance agreement is consistent with maintenance agreements for similar systems.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

By continuing to re-license and support the existing hardware, the cost of procurement of new IBIS® BRASSTRAX Acquisition Station is avoided. The cost of this system which was provided by our federal partners for the benefit of our department's (and surrounding departments) investigative efforts is over $100,000. As part of this agreement, the ATF covered the cost of the IBIS: SafeGuard Warranty & Protection Plan for the first 3 years, and we agreed to assume the cost after that expiration. The term of the agreement is 60 months with broken down into annual payments. This agreement locks us into a discounted set price ($20,878) for a program which will be utilized heavily in the foreseen length of the agreement and beyond. The set price will also protect the agency from yearly fee increases which could potentially save $20,000-$30,000 over the course of the agreement term.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE INTEGRATED BALLISTIC IDENTIFICATION SYSTEM SAFEGUARD WARRANTY AND PROTECTION PLAN FROM FORENSIC TECHNOLOGY INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FORENSIC TECHNOLOGY INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $20,878.60.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Division of Police is authorized to purchase Integrated Ballistic Identification System SafeGuard Warranty and Protection Plan from Forensic Technology Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Forensic Technology Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $20,878.60, be and hereby is approved for payment to Forensic Technology Inc., from account #1101-505506-76102

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
847-24:MRS: 4884-8212-4256, v. 1

RESOLUTION NO. 458 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE INTEGRATED BALLISTIC IDENTIFICATION SYSTEM SAFEGUARD WARRANTY AND PROTECTION PLAN FROM FORENSIC TECHNOLOGY INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH FORENSIC TECHNOLOGY INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $20,878.60.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Division of Police is authorized to purchase Integrated Ballistic Identification System SafeGuard Warranty and Protection Plan from Forensic Technology Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Forensic Technology Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $20,878.60, be and hereby is approved for payment to Forensic Technology Inc., from account #1101-505506-76102

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
847-24:MRS: 4884-8212-4256, v. 1

Forensic Technology | A **LeadsOnline** Company

Forensic Technology Inc.
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Largo, FL 33773-5028, USA
Toll Free +1 888 984 4247

August 14, 2024

Lieutenant Chris Sizemore
Lexington Fayette Urban County Government (LFUCG)
150 E. Main Street
Lexington, Kentucky 40507

Subject: **Proposal for our SafeGuard Warranty and Protection Plan**
(Our reference S-10823 Rev. 01)

Dear Lieutenant Sizemore:

Forensic Technology Inc., (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Lexington Fayette Urban County Government (LFUCG)** (hereinafter referred to as the **Customer**) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.
All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology's SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000921	September 2018

1. Pricing Options

In addition to a twelve-month renewal, Forensic Technology is pleased to offer multi-year Safeguard Protection Plan options which yield substantial savings achieved as a result of loyalty discounts and the absence of annual indexation.

1.1 Advanced Payments

The prices below are conditional upon receipt of full payment at the beginning of the contract period.

	Option 1	Option 2	Option 3
Coverage Period	**Twelve (12) Months** September 19, 2024 to September 18, 2025	**Thirty-six (36) Months** September 19, 2024 to September 18, 2027	**Sixty (60) Months** September 19, 2024 to September 18, 2029
Price	$21,848	$67,529	$115,992
Multi-Year Discount	Not Applicable	($4,659)	($16,819)
Total Price (USD)	**$21,848.00**	**$62,870.00**	**$99,173.00**

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1.2 Annual Payments

The prices below are conditional upon annual payments prior to the start of the service period associated with each year of the contract. To take advantage of the below renewal options, **the Customer's Purchase Order or Binding Contract Agreement must be issued for the Total Price and full Coverage Period listed below** and Forensic Technology will automatically invoice for the Annual Payment amount prior to the start of each year.

	Option 4	Option 5	Option 6
Coverage Period	**Twenty-four (24) Months** September 19, 2024 to September 18, 2026	**Thirty-six (36) Months** September 19, 2024 to September 18, 2027	**Sixty (60) Months** September 19, 2024 to September 18, 2029
Price	$44,351	$67,529	$115,992
Multi-Year Discount	($1,109)	($3,376)	($11,599)
Total Price (USD)	**$43,242.00**	**$64,153.00**	**$104,393.00**
Annual Payment	**$21,621.00**	**$21,384.33**	**$20,878.60**

NOTES:

1. **The Customer has confirmed exemption from sales tax and provided Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.**
2. **Software upgrades, repairs and/or reactivation fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.**

Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (214) 502-6453 or via e-mail at Diane.Ross@ultra-ft.com. We look forward to your reply.

Sincerely,

Diane Cannata

Diane Cannata
Solution Services Sales Specialist

Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Lexington, Kentucky USA
- Sole Source Justification

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Terms and Conditions

1. Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **September 18, 2024**.

2. Currency

All prices are quoted in **United States Dollars**.

3. Payment Terms

Option	Payment Terms
1, 2, and 3	SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.
4, 5, and 6	SafeGuard fees will be invoiced on an annual basis, prior to the start of the service period associated with each year of the contract, payable net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

1. The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period;

   and
2. Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reactivation fee, the Customer will be responsible for the following:

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

6. Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

9. Limitation of Liability

Forensic Technology's will be liable for **direct** property damage or personal injury caused by its employees willful conduct or **gross** negligence while on LFUCG property. Total liability resulting from or in connection any contract resulting from this proposal shall be limited to the lesser of (a) Customer proven direct damages; or (b) the purchase price of the service(s) with respect to which the alleged losses or damages are claimed.

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

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10. Termination for Convenience

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

11. Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

12. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation.

Any suit or legal proceeding must be exclusively brought in the federal or state courts of the County where Customer is located, and each party submits to this jurisdiction and venue. Nothing in this proposal or the contract resulting from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

13. Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice.

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14. Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
  - to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
  - to a Public Official (or his representative), any political party or party official, any candidate for political office:
    - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
    - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
    - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
  - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

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SafeGuard

IBIS Warranty and Protection Plan

This document describes the scope of after-sales support and services offered by Forensic Technology for the **IBIS®** components located in Lexington, Kentucky USA (site 373US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Service. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

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1. **Telephone and emails**: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. **Remote support**: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.
3. **On-site diagnosis visit**: If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. **On-site repair visit**: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

2. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Solutions (GCS) team, who will then initiate

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corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. All charges related to the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTES:

1. **Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer: Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.**
2. **This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.**

4. Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

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5. Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

6. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

7. Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

7.1 e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

7.2 Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills,

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guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

8. Customer Care Program

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

9. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

10. Software Upgrades

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However,

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Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

10.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrades either using a manual remote method or the Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

10.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

10.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

10.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

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11. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

12. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

13. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

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Please contact your Sales Representative for additional information.

NOTE: Under special circumstances, relocation of equipment within the same building may be performed by the Customer under the guidance of Forensic Technology's GCS staff, after authorization by the GCS Manager. This service is offered upon certain conditions, which may include: timing and GCS Field Technician availability, proper communication ability, presence and approval of a technical Customer representative, assurance of new location meeting specifications, and agreement to strictly follow Forensic Technology's procedures and guidance. All related activities are managed by the GCS team involving remote Support Specialists, technicians and others, and must be scheduled and approved at least ten (10) business days in advance by all parties.

LEXINGTON FAYETTE

URBAN COUNTY GOVERNMENT

By: Linda Gorton

Mayor

FORENSIC TECHNOLOGY, INC

Signé par :
By: Alvaro Venegas
06125D5C3BF5415...

President

Alvaro Venegas

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ULTRA

Sole Source Justification

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,

Stacy Stern

Stacy Stern
Chief Revenue Officer

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Stacy Stern

Stacy Stern
Chief Revenue Officer

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Bateman Com Living an Elior Company Information

Contact: Donna Doran
Address: 100 Valley Drive
Jackson, MS 39208
Phone: (601) 594-0252
Email: donna.doran@triocommunitymeals.com
Web Address: TRIO Community Meals

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.

Donna Doran
Signature

donna.doran@triocommunitymeals.com
Email

Submitted at 11/18/2022 10:50:57 AM (ET)

Response Attachments

TRIO _ WORKFORCE ANALYSIS FORM.pdf

Bateman/TRIO Workforce Analysis

TRIO _ Family Care Center-CACFP Bid _ 11.18.2022.pdf

Bateman Com Living (TRIO Community Meals) Bid Response for Family Care CACFP

TRIO _ Registration Page with Permit Health Department Inspection ServSafe.pdf

Bateman Com Living (TRIO) Vendor Registration with Business Permit, Health Department Inspection, and ServSafe Certification.

TRIO_Affidavit - Signed.pdf

Bateman Com Living (TRIO) Signed Affidavit

TRIO _ LFUCG MWDBE PARTICIPATION FORMS Signed.pdf

Bateman Com Living (TRIO) Minority Vendor Response

Bid Lines

1	Breakfast					
	Quantity: 1	UOM: Each	Unit Price: $2.72	Total: $2.72		
	Supplier Notes: Breakfast is $2.72/meal					
2	Lunch					
	Quantity: 1	UOM: Each	Unit Price: $4.61	Total: $4.61		
	Supplier Notes: Lunch is $4.61/meal					
3	Snack					
	Quantity: 1	UOM: Each	Unit Price: $1.28	Total: $1.28		
	Supplier Notes: Snack is $1.28/snack					

Response Total: $8.61

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This Affidavit must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, LLC), 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. _____

STATE OF South Dakota

COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Kirk on this the 18th day of November, 2022.

My Commission expires: 11/06/2024

STEPHEN C. BERA
NOTARY PUBLIC
SOUTH DAKOTA

_____
NOTARY PUBLIC, STATE AT LARGE

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

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WORKFORCE ANALYSIS FORM

Name of Organization: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

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		86	65	12	2	17	14	1	0	3	0	0	0	4	0	123	81
Professionals		1	8	0	0	0	0	1	0	0	0	0	0	0	0	2	8
Superintendents		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals(OPERATIVES)		134	60	71	32	185	69	3	0	5	2	7	2	5	3	410	168
Office/Clerical		5	22	2	2	1	4	0	0	0	1	0	0	0	20	8	49
Skilled Craft		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenan		103	132	90	107	155	150	0	1	10	13	9	5	14	13	381	421
Total:		329	287	175	143	358	237	5	1	18	16	16	7	23	36	924	727

Figures provided by: Laura Bauer, Elior North America Human Resources
Form completed by Donna Doran, Client Partnership Director, TRIO Community Meals

Prepared by: _____ **Date:** 10 /12 /2022

(Name and Title)

Revised 2015-Dec-15

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Request for Child and Adult Care Food Program (CACFP) Catering Quote

The center should complete the name lines and column 1 and 2 prior to sending to the caterer for request of quote.

Caterer should complete columns 3 and 4 and remainder of form and return with price quote by date and time specified by the center.

Sponsor/Center Name: _____Family Care Center_____

***MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.**

Meal	1. Estimated Total No. of Meals per Day	2. Preferred Delivery time	3. Unit Price per Meal	4. Total Price
Breakfast (Ages 1-5)*	85	6:30 a.m.	$2.720	$231.20
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.	$4.610	$391.85
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.	$1.280	$108.80
Snack (Ages 6-18)				
Snack (Adult)				

Total: _____ $731.85

By signing this quote, I hereby state that I have read and agree to the all the requirements listed in the CACFP Catering Agreement and have reviewed the meal pattern requirements (provided by the center).

Caterer Company Name: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

Authorized Caterer Representative: DocuSigned by: John Kirk 21C00EDFA2A941F... (Signature) 11/18/2022 (Date)

Name and Title: John Kirk, President
(Print or Type)

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

(Read instructions on page two before completing certification.) A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Bateman Com Living an Elior Company (TRIO Community Meals, LLC)	PR/AWARD NUMBER OR PROJECT NAME Bid #138-2022
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John Kirk	
SIGNATURE(S) DocuSigned by: John Kirk 21C00EDFA2A941F...	DATE 11/18/2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint (https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

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Child and Adult Care Food Program (CACFP) Meal Service Agreement

Name of Sponsor/Institution: Family Care Center	CNIPS ID: 11475
Contact Person: Sheila Horton-Holt	Phone No. 859-288-4040
Address: 1135 Harry Sykes Way Lexington, KY 40504	

Bateman Com Living an Elior Company (TRIO Community Meals, LLC) agrees to furnish meals daily to the above child care center for the period from:

october 1, 2024 to September 30, 2025 except for holidays or other days of in-operation complete with

required (Indicate below):

- ☐ paper products TRIO will provide forks and spoons
- ☑ condiments
- ☑ Milk

***AGES 1-5 MEALS BASED ON PORTION SIZES FOR AGES 3-5.**

Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
Breakfast (1-5)*	85	248	$ 2.720	$57,337.60	6:30a.m.
Breakfast (6-12)					
AM Snack (1-5)*					
AM Snack (6-12)					
Lunch (1-5)*	85	248	$4.610	$97,178.80	10:00p.m.
Lunch (6-12)					
PM Snack (1-5)*	85	248	$1.280	$26,982.40	10:00am
PM Snack (6-12)					

TOTAL PRICE: $181,498.80

Bateman Com Living an Elior Company (TRI OCommuni tyMeals, LLC) agrees to:

- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: _____ bulk or ___x__unitized
- Prepare meals for: _____ pick up by center or ___x___ delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the ____10th_____ of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

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The Sponsor/Institution agrees to pay for meals based on the above unit price(s) within _____30_ days of receipt of invoice.

Bateman Com Living an Elior Company (TRIO Community Meals, LLC) agrees to provide meals that are safe and wholesome, but that any liability is severed upon receipt of meals.

If for any reason, this agreement is no longer desired, either party may terminate these services with a 14 days notification.

IN WITNESS WHEREOF, the parties here to have caused said agreement to be executed by their duly authorized officers.

By: Linda Gorton	12/5/2022	By: John Kirk (DocuSigned by: 21C00EDFA2A941F...)	11/18/2022
Authorized Signature	Date	Authorized Signature	Date
Mayor		John Kirk, President	
Title		Title	
Family Care Center		Bateman Com Living an Elior Company (TRIO Community Meals, LLC)	
Child Care Center		Caterer	

Agreement Renewal First Year

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 20 23 .

First Year Renewal: October 1, 20 23 to September 30, 20 24

By: Linda Gorton	10/13/23	By: John Kirk (DocuSigned by:)	9/27/2023
Authorized Signature	Date	Authorized Signature	Date
Mayor		President	
Title		Title	
Family Care Center		TRIO Community Meals, LLC	
Child Care Center		Caterer	

Agreement Renewal Second Year

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30,2024 .

Second Year Renewal: October 1, 20 24 to September 30, 2025

By: Linda Gorton	9/26/2024	By: John Kirk (DocuSigned by: DB78200A0E0A49A...)	9/11/2024
Authorized Signature	Date	Authorized Signature	Date
Mayor		President	
Title		Title	
Family Care Center		TRIO Community Meals	
Child Care Center		Caterer	

Bateman Com Living an Elior Company Information

Contact: Donna Doran
Address: 100 Valley Drive
Jackson, MS 39208
Phone: (601) 594-0252
Email: donna.doran@triocommunitymeals.com
Web Address: TRIO Community Meals

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.

Donna Doran
Signature

donna.doran@triocommunitymeals.com
Email

Submitted at 11/18/2022 10:50:57 AM (ET)

Response Attachments

TRIO _ WORKFORCE ANALYSIS FORM.pdf

Bateman/TRIO Workforce Analysis

TRIO _ Family Care Center-CACFP Bid _ 11.18.2022.pdf

Bateman Com Living (TRIO Community Meals) Bid Response for Family Care CACFP

TRIO _ Registration Page with Permit Health Department Inspection ServSafe.pdf

Bateman Com Living (TRIO) Vendor Registration with Business Permit, Health Department Inspection, and ServSafe Certification.

TRIO_Affidavit - Signed.pdf

Bateman Com Living (TRIO) Signed Affidavit

TRIO _ LFUCG MWDBE PARTICIPATION FORMS Signed.pdf

Bateman Com Living (TRIO) Minority Vendor Response

Bid Lines

1	Breakfast					
	Quantity: 1	UOM: Each	Unit Price: $2.72	Total: $2.72		
	Supplier Notes: Breakfast is $2.72/meal					
2	Lunch					
	Quantity: 1	UOM: Each	Unit Price: $4.61	Total: $4.61		
	Supplier Notes: Lunch is $4.61/meal					
3	Snack					
	Quantity: 1	UOM: Each	Unit Price: $1.28	Total: $1.28		
	Supplier Notes: Snack is $1.28/snack					

Response Total: $8.61

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This Affidavit must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, John Kirk, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Kirk and he/she is the individual submitting the bid or is the authorized representative of Bateman Com Living an Elior Company (TRIO Community Meals, LLC), 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. _____

STATE OF South Dakota

COUNTY OF Minnehaha

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Kirk on this the 18th day of November, 2022.

My Commission expires: 11/06/2024

STEPHEN C. BERA
NOTARY PUBLIC
SOUTH DAKOTA
SEAL

_____
NOTARY PUBLIC, STATE AT LARGE

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

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WORKFORCE ANALYSIS FORM

Name of Organization: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

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		86	65	12	2	17	14	1	0	3	0	0	0	4	0	123	81
Professionals		1	8	0	0	0	0	1	0	0	0	0	0	0	0	2	8
Superintendents		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Foremen		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Protective Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals(OPERATIVES)		134	60	71	32	185	69	3	0	5	2	7	2	5	3	410	168
Office/Clerical		5	22	2	2	1	4	0	0	0	1	0	0	0	20	8	49
Skilled Craft		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service/Maintenan		103	132	90	107	155	150	0	1	10	13	9	5	14	13	381	421
Total:		329	287	175	143	358	237	5	1	18	16	16	7	23	36	924	727

Figures provided by: Laura Bauer, Elior North America Human Resources
Form completed by Donna Doran, Client Partnership Director, TRIO Community Meals

Prepared by: _____ **Date:** 10 /12 /2022

(Name and Title)

Revised 2015-Dec-15

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Request for Child and Adult Care Food Program (CACFP) Catering Quote

The center should complete the name lines and column 1 and 2 prior to sending to the caterer for request of quote.

Caterer should complete columns 3 and 4 and remainder of form and return with price quote by date and time specified by the center.

Sponsor/Center Name: _____Family Care Center_____

***MEALS FOR AGES 1-5 ARE BASED UPON PORTION SIZES FOR AGES 3-5.**

Meal	1. Estimated Total No. of Meals per Day	2. Preferred Delivery time	3. Unit Price per Meal	4. Total Price
Breakfast (Ages 1-5)*	85	6:30 a.m.	$2.720	$231.20
Breakfast (Ages 6-18)				
Breakfast (Adult)				
Lunch (Ages 1-5)*	85	10:00 a.m.	$4.610	$391.85
Lunch (Ages 6-18)				
Lunch (Adult)				
Supper (Ages 1-5)*				
Supper (Ages 6-18)				
Supper (Adult)				
Snack (Ages 1-5)*	85	10:00 a.m.	$1.280	$108.80
Snack (Ages 6-18)				
Snack (Adult)				

Total: _____$731.85

By signing this quote, I hereby state that I have read and agree to the all the requirements listed in the CACFP Catering Agreement and have reviewed the meal pattern requirements (provided by the center).

Caterer Company Name: Bateman Com Living an Elior Company (TRIO Community Meals, LLC)

Authorized Caterer Representative: DocuSigned by: John Kirk 21C00EDFA2A841F... (Signature) 11/18/2022 (Date)

Name and Title: John Kirk, President
(Print or Type)

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048

Lower Tier Covered Transactions

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048 Lower Tier Covered Transactions *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction. According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.*

(Read instructions on page two before completing certification.) A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME Bateman Com Living an Elior Company (TRIO Community Meals, LLC)	PR/AWARD NUMBER OR PROJECT NAME Bid #138-2022
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) John Kirk	
SIGNATURE(S) John Kirk 21C00EDFA2AB41F...	DATE 11/18/2022

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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Contact Person: Sheila Horton-Holt	Phone No. 859-288-4040
Address: 1135 Harry Sykes Way Lexington, KY 40504	

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October 1, 2024 to September 30, 2025 except for holidays or other days of in-operation complete with required (indicate below):

- ☐ paper products TRIO will provide forks and spoons
- ☑ condiments
- ☑ Milk

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Meal Type/Age	Estimated Total No. of Meals Per Day	Estimated No. of Serving Days per Year	Unit Price per Meal	Total Price	Delivery or Pick-up Time
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Lunch (6-12)					
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PM Snack (6-12)					

TOTAL PRICE: $181,498.80

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- Ensure that meals/snacks meet the minimum meal pattern requirements of program regulations, 7 CFR Part 226, including creditable components and accurate portion sizes, and will maintain complete and accurate records that at a minimum include details regarding the preparation and delivery of meals/snacks ordered, including nutrition and/or Child Nutrition (CN) labels .
- Maintain receipts and cost determination records for a period of 3 years after the end of the agreement period.
- These records will be made available to representatives of the Kentucky CACFP, U.S. Department of Agriculture, the child care center or any other appropriate state or federal officials.
- Provide meals in: _____ bulk or ___x__unitized
- Prepare meals for: _____ pick up by center or ___x___ delivery by caterer at the time(s) indicated above.
- Provide delivery slips using the Kentucky CACFP delivery slip form or equivalent.
- Submit billing invoice for payment by the ____10th_____ of each month to mailing address provided by center.
- Notify the Institution immediately if the Caterer or its principals are suspended, disbarred or otherwise prohibited from performing under this contract.
- Any other information pertinent to the agreement may be included and attached to this agreement by the center.

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IN WITNESS WHEREOF, the parties here to have caused said agreement to be executed by their duly authorized officers.

By: Linda Gorton	12/5/2022	By: John Kirk (DocuSigned by: 21C00EDFA2A841F...)	11/18/2022
Authorized Signature	Date	Authorized Signature	Date
Mayor		John Kirk, President	
Title		Title	
Family Care Center		Bateman Com Living an Elior Company (TRIO Community Meals, LLC)	
Child Care Center		Caterer	

Agreement Renewal First Year

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30, 2023.

First Year Renewal: October 1, 2023 to September 30, 2024

By: Linda Gorton	10/13/23	By: John Kirk (DocuSigned by: 21C00EDFA2A841F...)	9/27/2023
Authorized Signature	Date	Authorized Signature	Date
Mayor		President	
Title		Title	
Family Care Center		TRIO Community Meals, LLC	
Child Care Center		Caterer	

Agreement Renewal Second Year

The institution or facility is exercising the option to renew the original (initial) catering contract that will expire on September 30,2024.

Second Year Renewal: October 1, 2024 to September 30, 2025

By: Linda Gorton	9/26/2024	By: _____ (DocuSigned by: John Kirk DB78200A0E0A49A...)	9/11/2024
Authorized Signature	Date	Authorized Signature	Date
Mayor		President	
Title		Title	
Family Care Center		TRIO Community Meals	
Child Care Center		Caterer	

Forensic Technology | A LeadsOnline Company

Forensic Technology Inc.
7975 114th Ave. North, Suite 2500
Largo, FL 33773-5028, USA
Toll Free +1 888 984 4247

June 30, 2025

Lieutenant Randall Combs
Lexington Police Department
150 E. Main Street
Lexington, Kentucky 40507

Subject: **Proposal for our SafeGuard Warranty and Protection Plan**
(Our reference S-10823 Rev. 02)

Dear Lieutenant Combs:

Forensic Technology Inc., (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Lexington Police Department** (hereinafter referred to as the **Customer**) with this proposal for options of our SafeGuard Warranty and Protection Plan for the equipment listed below. Please refer to the attached document IBIS: SafeGuard Warranty & Protection Plan for the description of our services.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology's SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

System Component	Serial Number	Installation Date
IBIS® BRASSTRAX Acquisition Station	BRTX00000921	September 2018

1. Pricing

The price below is conditional upon receipt of full payment at the beginning of the contract period.

Coverage Period	Total Price (USD)
Two (2) Years from September 19, 2025 to September 18, 2027	**$41,758**

NOTES:

1. **The Customer has confirmed exemption from sales tax and provided Forensic Technology with a valid exemption certificate. As such, no sales tax has been added to the pricing above.**
2. **Software upgrades, repairs and/or reactivation fees might apply in case of interruption of SafeGuard services. Please see the Exclusion and Discontinuation of SafeGuard Clauses in the Terms & Conditions section.**

Should you have any questions about this proposal, please do not hesitate to contact the undersigned at number +1 (214) 502-6453 or via e-mail at Diane.Ross@ultra-ft.com. We look forward to your reply.

© 2024 Forensic Technology Inc. All rights reserved

Sincerely,

Diane Cannata

Diane Cannata
Solution Services Sales Specialist

Attachments:

- Terms and Conditions
- SafeGuard Warranty and Protection plan for the IBIS components located in Lexington, Kentucky USA
- Sole Source Justification

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

Terms and Conditions

1. Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to withdrawal or amendment by LeadsOnline, at any time prior to written acceptance by the Customer.

Notwithstanding Customer's approval of this proposal, the prices quoted in this proposal are subject to automatic increase based on increase in supply chain costs, without the need for prior consent from the Customer. Such adjustments may result from increases in raw materials, transportation, and applicable tariffs or duties imposed on products and/or services related to the supply chain.
LeadsOnline will provide the Customer with written notice of any price increase at least Five (5) business days prior to the effective date of the new pricing. Automatic price increase will not exceed Twenty (20) percent of the quoted price.

2. Currency

All prices are quoted in **United States Dollars**.

3. Payment Terms

Payment Terms
SafeGuard fees are due at the beginning of the service period, net thirty (30) days from the date of our invoice.

In the event payments are not received in due time, Forensic Technology reserves the right to apply a late payment fee.

The Customer will be entitled to a 1% prompt payment discount if the following conditions are met:

1. The Customer must issue its purchase order for the full value of the selected option at any time prior to the start of the service period;

   and
2. Payment is to be received within twenty (20) days from the date of our invoice, which will be issued upon receipt of purchase order.

The Customer is responsible for issuing its payment using the discounted amount, when appropriate. Forensic Technology will not reimburse the Customer if the discount is not taken at the time of payment.

4. Exclusions

The Customer is responsible for the cost of any repairs required due to the abuse or misuse of the system's software and/or hardware by the Customer. This includes:

- Any damage caused by failure of the Customer to reasonably maintain the hardware and software including, but not limited to, insufficient cooling and inadequate or intermittent power source.
- Any damage caused by the addition of unauthorized hardware components and/or software applications to the system.

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In such cases, Forensic Technology reserves the right to void any outstanding warranty or SafeGuard agreement. Furthermore, Forensic Technology does not guarantee that any corrective action taken following system abuse or misuse will assure the integrity of the user data.

5. Discontinuation of SafeGuard

In the event that the Customer opts out of SafeGuard by early termination or does not renew the Plan at the end of the term and if, in the future, the Customer then wishes to reinstate SafeGuard, a reactivation fee will apply. In such cases, in addition to the reactivation fee, the Customer will be responsible for the following:

- All costs related to performing a site assessment (including labor and travel charges).
- All costs for parts that require replacement under the Exclusions clause above, or as a result of failure, lack of maintenance, or non-use.
- All costs related to upgrading the installed technology to the then-current supported hardware and software baseline.

6. Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

7. Customer-Supplied Communication Lines

The maintenance and furnishing of necessary communication lines, whether within varied network topologies (inter-site communication lines) or other, will be the responsibility and duty of the ATF in the case of IBIS systems connected to NIBIN.

The time for service rendered is directly proportional to the existence and quality of the service communication line installed on-site. Forensic Technology can only provide timely and diligent service (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional service communication lines. Without an optimal service communication line, Forensic Technology will not be able to deliver services effectively.

Forensic Technology is not responsible for non-functional communication lines due to any reason other than a system-related problem. Forensic Technology may have to charge the Customer for any service calls caused by non-compliant communication lines.

8. Duties, Taxes and Fees

Any and all taxes, duties, levies, contributions, dues, value added tax (VAT), fees, charges, or assessments of any nature levied by any governmental authority (other than of Canada, Ireland or Switzerland) or any Customer-appointed intermediate as a result of this proposal relating to service or in connection with any work performed hereunder whether levied against Customer, Forensic Technology or employees of Forensic Technology, shall be for Customer's account and shall be paid directly by Customer to the governmental authority concerned. In the event that Forensic Technology or employees of Forensic Technology are required by law to make payment of any such charges in the first instance, the amount thereof shall be reimbursed by Customer upon presentation of invoices from Forensic Technology.

9. Limitation of Liability

Forensic Technology's total liability resulting from or in connection any contract resulting from this proposal shall be limited to the lesser of (a) Customer proven direct damages; or (b) the purchase price of the service(s) with respect to which the alleged losses or damages are claimed.

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Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages and the Customer agrees to indemnify and hold Forensic Technology harmless in such events.

10. Termination for Convenience

Upon notice to that effect from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer. Such compensation shall be the greater of:

- any amount due to Forensic Technology based on elapsed time since the start of the contract period; or
- monies paid to Forensic Technology as advance payment against the contract.

Any amount payable to Forensic Technology further to termination shall not exceed the original contract price.

11. Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

12. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation.

Any suit or legal proceeding must be exclusively brought in the federal or state courts of the County where Customer is located, and each party submits to this jurisdiction and venue. Nothing in this proposal or the contract resulting from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

13. Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. We are also committed to ensuring compliance in all our services and underlying processes where we are processing personal data on behalf of our partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business

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operations. We use personal data solely for contacting individuals in the course of normal business and in our marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice.

14. Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
  - to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
  - to a Public Official (or his representative), any political party or party official, any candidate for political office:
    - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
    - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
    - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
  - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is

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established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

Forensic Technology Inc.

By:_____ Date: 6/30/25
Name/Title: Adin Menkin, Director

Notary State of Texas
County of Collin

On this Monday, June 30, 2025, before me,

Notary Signature: _____

SHAWNA EVANS
My Notary ID # 126687076
Expires October 10, 2028

Printed name: Shawna Evans

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By: Linda Gorton Date: 7/21/2025
Name/Title: Linda Gorton, Mayor

Notary
State of: Kentucky

County of: Fayette

On 7/21/25, before me,

Notary Signature: Mackenzie Stock
Printed name: Mackenzie Stock
ID# KYNP82853

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SafeGuard

IBIS Warranty and Protection Plan

This document describes the scope of after-sales support and services offered by Forensic Technology for the **IBIS®** components located in Lexington, Kentucky USA (site 373US), as detailed on page one.

Forensic Technology's SafeGuard plan ensures that a Customer's investment yields exceptional results on a consistent basis by maintaining the IBIS components at an optimal performance standard. The intrinsic value of SafeGuard is its time-resilient protection of the Customer's investment that, in turn, results in the benefits provided by an effective and sustainable crime-fighting solution.

Forensic Technology strives to achieve excellence in delivering Customer Service. Our mission is to provide Customers with first class services that exceed industry standards for quality, security, and Customer satisfaction. To reach this goal, Forensic Technology has become ISO certified, models its support services on Information Technology Infrastructure Library (ITIL) best practices and utilizes customer care activities to allow direct access to the Forensic Technology Support Management Team. Additionally, Forensic Technology sends a Customer Satisfaction survey to users that have contacted the Support Center. This survey is an important tool for assessment of a Customer's experience and helps to establish priorities in Forensic Technology's continuous improvement process.

Services Covered by SafeGuard

The SafeGuard Warranty and Protection Plan related to IBIS equipment includes all of the Services as covered in the following sections.

1. Support Services

Forensic Technology has several support centers around the globe to serve Customers that subscribe to SafeGuard. The support centers provide:

- Customer and technical support via telephone and/or e-mail
- 24/7 telephone hot line with call-back within one (1) hour
- Dedicated toll-free telephone number (if available)
- Internet e-mail address: fti.support@ultra-ft.com
- Support resources at Forensic Technology's Web site: www.ultra-forensictechnology.com

Calls can be placed twenty-four (24) hours a day, seven (7) days a week. If support personnel cannot answer the call immediately, the Customer can leave a voice message and can expect a return call within one hour.

Our first line support personnel are an excellent resource for assistance to operators with system-related questions.

2. Technical Support

Forensic Technology provides technical support to diagnose and resolve problems. Each call or email generates an incident record with a unique number to track all support requests and activities

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These support tasks are performed using communication channels provided by both Forensic Technology and the Customer in the following sequence:

1. **Telephone and emails**: These communication channels work for simple incidents where Forensic Technology can guide the user through the solution that does not require a Support Specialist to connect to the site.
2. **Remote support**: This method is used in the vast majority of cases to ensure a quick incident resolution by using a connection to the Customer site using the Customer provided support communication lines. Remote support has the added benefit that incident resolution can be pursued 24/7 by Forensic Technology support personnel, assisted by product experts and developers if required.
3. **On-site diagnosis visit**: If telephone, email or remote support (please refer to SafeGuard Specific Terms section 7) methods are insufficient to complete the diagnosis and solve the incident, Forensic Technology may dispatch the appropriate resource to the Customer site.
4. **On-site repair visit**: If an on-site repair visit is deemed necessary following the diagnosis, Forensic Technology will send spare parts and dispatch a certified Field Technician to the Customer site. In certain cases, a follow-up visit with spare parts may be required to complete full incident resolution. After the site visit, a Work Order Summary Report, outlining the activities performed by the Field Technician while on-site, will be sent to the Customer.

The time for service rendered is directly proportional to the existence and quality of the support communication line installed on-site. Forensic Technology can only provide timely and diligent service of its products (diagnostics, repairs, software upgrades, software patches, etc.) with the presence of recommended and functional support communication lines.

For each incident, Forensic Technology will provide the Customer with the estimated time required to resolve the incident and keep the Customer apprised of the progress. Whenever possible, a temporary solution will be provided. Forensic Technology is committed to sending replacement parts and/or dispatching a Field Technician in a timely manner.

1.1 Assistance with Custom Report Templates

IBIS includes a set of standard report templates. It also includes the functionality for users to generate their own customized report templates based on a variety of parameters. Should users require guidance beyond their basic training our support specialists will provide expert technical assistance over the phone to help create customized report templates.

1. Proactive Warning Service (PWS)

With the objective of maximizing system availability, Forensic Technology provides a PWS to its Customers by monitoring in real-time critical system properties and collecting configuration data from IBIS components. These services enable the system to provide our support personnel with information on the following system properties and functions:

- Computer:
  - CPU usage
  - Percentage of free disk space
  - Percentage of free memory
  - Uptime
- Database uptime
- Backup success

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When one or more of the above items deviates from the normal specification, the PWS will automatically send a message to Forensic Technology's Global Customer Solutions (GCS) team, who will then initiate corrective action. PWS provides Forensic Technology with the opportunity to swiftly identify and address computer issues and sometimes even before any impact is perceived by the user.

The use of PWS has no impact on the normal operation of IBIS components.

In all cases, whether to perform software upgrades, troubleshooting, system configuration and/or PWS, Forensic Technology will always first communicate with the Customer to request permission prior to performing any activity on their IBIS components.

3. Replacement of Defective Hardware

Forensic Technology will be responsible for the replacement of defective hardware and any shipping costs. This replacement will be installed by a certified Field Technician. All charges related to the replacement hardware will be paid for by Forensic Technology. Any products or components replaced or repaired will be warranted by Forensic Technology for the balance of the Warranty or SafeGuard period.

NOTES:

1. **Any and all such replacements or repairs necessitated by the fault of the use of power sources supplied by others, or by attack and deterioration under unsuitable environmental conditions, or Customer inappropriate use or negligence, shall be for the account of the Customer. Forensic Technology shall not be obliged to pay any costs or charges including "back charges" incurred by the Customer or any other party except as may be agreed upon in writing in advance by Forensic Technology. The cost of demonstrating the need to diagnose such defects at the Customer site, if required, shall be for the account of the Customer.**
2. **This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the replacement of defective hardware. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.**

4. Hardware Replacement – Special Circumstances

Forensic Technology strives to minimize down time experienced by Customers. As such, under special circumstances, Forensic Technology's GCS Support Manager may authorize the Customer to replace certain defective hardware/peripheral replacements themselves. These repairs will be coordinated with the Customer's resources and managed by GCS' Support Specialists, requiring the Customer's representative to follow explicit instructions.

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5. Workstation Refresh Program

The Workstation Refresh Program allows all IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope workstations (computer and monitor) covered by a SafeGuard Warranty and Protection Plan for at least seven (7) consecutive years to be refreshed at no additional charge to the Customer. This ensures that the Customer's IBIS and Quantum systems maintain compatibility with new software versions and operating systems, and keep performing optimally.

When eligible, the Customer will be contacted by Forensic Technology's GCS team to plan and schedule workstation refresh activities. To deliver the maximum value of this program, Forensic Technology will evaluate, prioritize and schedule the refresh activities while ensuring minimal downtime and seamless operations. Forensic Technology commits to the supply of spare parts for a period of seven (7) years from the initial installation of the equipment. For IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, and Quantum 3D Microscope products installed for more than seven (7) years, Forensic Technology cannot guarantee its ability to refresh workstations, due to product End of Life or Obsolescence constraints.

6. Preventive Maintenance Visit

Forensic Technology will perform a preventive maintenance visit every twenty-four (24) months to ensure the Forensic Technology products continue to run at optimal performance. During this visit, the Field Technician will inspect, clean, lubricate, adjust the system, as well as perform visual and functional verifications. The Field Technician will also take note of any worn parts that require replacement, either immediately or for a subsequent site visit.

7. Ongoing User Training and Skill Development

Forensic Technology has developed a blended learning approach which enables users to become proficient in the IBIS and Quantum systems by leveraging a suite of online resources, training and events that offer continuous support and assistance.

7.1 e-Learning

Forensic Technology offers a variety of resources on the e-Learning platform to inform users of the most recent developments, best practices, and new products.

All trained users with a SafeGuard agreement have access to a web-based e-Learning platform that hosts training content addressing all aspects of system. This content includes:

- Interactive training modules on individual IBIS acquisition and analysis stations
- How-To videos on specific acquisition and analysis tasks
- User documentation
- Protocol and Best Practice documents
- Recordings of webinars
- Tutorials and Release Notes on new software releases

Additionally, the e-Learning platform gives users the opportunity to contact and engage with Forensic Technology's trainers in the Virtual Classrooms. Prior to Basic User Training, participants will receive an email with their login credentials and a link to the e-Learning platform.

7.2 Virtual Coaching Sessions

As a complement to training, Forensic Technology supports ongoing professional development for users via Virtual Classrooms. These remote coaching sessions with a trainer enable refinement of user skills,

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guidance on leveraging new functions and features, and exposure to new acquisition and analysis techniques. Virtual coaching sessions are delivered using the Customer's existing IBIS infrastructure having remote connectivity with Forensic Technology.

The responsive, dynamic sessions led by Forensic Technology's certified, multilingual trainers either one-to-one or in small groups offer an efficient way to maintain and up level skills to ensure that the Customer continues to achieve optimal performance from their IBIS and Quantum systems.

Virtual coaching sessions are provided for users that have completed Basic User Training and are working regularly with IBIS and Quantum components. This service is available to all users with a SafeGuard agreement, and there is no limit to the number of virtual coaching sessions a Customer can benefit from each year.

Examples of topics covered include:

- Assessment of user's acquisition and analysis technique
- Review of existing data entries
- Explanation of acquisition protocols
- Introduction of new functionalities
- Guidance on available training material

To request a virtual coaching session please contact Forensic Technology's support center.

8. Customer Care Program

To support Customers in achieving optimal system performance, Forensic Technology assigns a dedicated GCS representative who will act as the point of contact for the Customer. This dedicated representative will serve as the liaison between the Customer and the GCS team for all SafeGuard services.

Assistance can be provided with generating system reports, reviewing the Annual Status Report, and addressing questions and concerns. The Customer Care Program focuses on a forward-looking approach to IBIS and Quantum system management, and Customers benefit from proactive recommendations targeted at improving utilization of the IBIS and Quantum systems and identifying opportunities for user skill development.

9. Correction of IBIS Application Errors (Software Bugs)

If the Customer detects and reports an application error (software bug) to our support center, an incident will be created with our Software Development department for evaluation and resolution. The committed turnaround time for a resolution is dependent upon the impact that the application error has on the Customer's operations. Regardless of the turnaround time, the Customer will be provided with a temporary workaround solution to return to normal operation as fast as possible, while a permanent solution is being developed.

For a major problem (one that seriously reduces the performance and normal operation of the system), a hotfix will be implemented on the system as soon as Forensic Technology engineers devise a solution to the problem. For a minor problem (one that does not severely affect the normal operation of the system), the issue will be addressed and a solution will be implemented in a future software release.

10. Software Upgrades

While supported by SafeGuard, the IBIS application software will be upgraded to reflect the new features and functionalities introduced by Forensic Technology. Software upgrades also address the life cycle management of third-party software including database management, and backup software. However,

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Forensic Technology will upgrade the third-party software supplied with the system only if it is deemed essential.

Upgrades of workstation and server operating systems are excluded from the scope of our SafeGuard offering. If the Customer wishes to upgrade their operating systems, Forensic Technology can provide a proposal containing the cost and detailed information about this service.

10.1 Deployment of Software Upgrades

Software upgrades may be released as a service pack update or as part of a major software version release. After receiving approval from the Customer, Forensic Technology will deploy the software upgrades either using a manual remote method or the Automated Software Deployment System. The latter will accelerate deployments and reduce system downtime by:

- Verifying computer hardware requirements
- Uploading software packages in the background and during off-work hours
- Performing automated software upgrades on multiple IBIS workstations simultaneously
- Executing automated software upgrades during off-work hours

Regardless of the deployment method used, software upgrades are deployed using the system's support communication lines. Only sites with the recommended support communication lines and required quality of service can have their software upgraded.

NOTE: For IBIS Systems connected to NIBIN, all software upgrades, service packs and patches must be approved by ATF prior to their deployment and will be deployed according to the NIBIN approved schedule.

10.2 Minor Hardware Upgrades

Prior to the deployment of a software upgrade, Forensic Technology will evaluate the capacity of each system computer and, if necessary, will upgrade the random-access memory (RAM) and/or hard disk drive. These upgrades will ensure that the new IBIS application software continues to run optimally on the computer. The decision to perform a minor hardware upgrade on a given computer is at the sole discretion of Forensic Technology.

NOTE: For IBIS Systems connected to NIBIN, all hardware upgrades required as a result of a mandatory software upgrade by ATF will be for the Customer's account.

10.3 Backward Compatibility

Software upgrades and corrections will provide for backward compatibility with existing data acquired with previous IBIS software versions. Backward compatibility does not apply to the introduction of new products, significantly different technology or between systems operating with different software versions.

10.4 User Documentation

Should a software upgrade require modifications to the documentation, Forensic Technology will amend the user documentation at no extra cost. The documentation is available both on the IBIS workstations and on the e-Learning platform. Additional copies can be made available in PDF format at no extra cost or in printed format at a nominal cost.

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11. Annual Status Report

During the year, Forensic Technology carries out many activities with users and on their system. Forensic Technology tracks all of these activities with its incident management database, which enables Forensic Technology to generate and submit the Annual Status Report to the Customer.

This report documents all activities within the last twelve (12) months and is made available to the Customer in PDF format. The report documents activities related to the Customer's IBIS components: incident management, replacements parts, on-site visits, remote (PWS) and on-site preventive maintenance activities, software upgrades, coaching and new user training, and other events.

12. Travel and Living Expenses

Travel and living expenses of Forensic Technology personnel are for the account of Forensic Technology when they are related to the delivery of services included with the SafeGuard plan.

13. Advanced Security

When a system or network of systems is equipped with the IBIS Advanced Security Package, Forensic Technology performs a series of regularly scheduled services to ensure the system or systems are fully compliant and up-to-date with the security requirements. The IBIS Advanced Security Package may include:

- Centralized User management (IBIS Domain)
- User account management as users are added and/or removed
- Domain controller security policies
- Update of OS security patches (Operating system upgrades are excluded from the Advanced Security Package*)
- Centralized antivirus management
- Vulnerability management, including running scans, reviewing results and writing reports
- Collection and archive of security audit logs

* Please contact your sales representative if an operating system upgrade of the IBIS systems is required. When requested, Forensic Technology can perform an analysis of the needs and existing infrastructure and provide a proposal containing the costs and detailed migration plan.

NOTE: For IBIS Systems connected to NIBIN, account management is centralized and controlled by ATF. All requests for account changes must be approved by ATF prior to implementation.

Optional Services

A quotation can be provided for the following, which are not included in the standard services offered with SafeGuard:

- Training for New Users
- Change to Customer-Supplied Communication Lines
- Customer Requested Data Transfer
- Equipment Relocation
- Replenishment of Consumables
- Hardware Upgrades
- Project Management

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

Please contact your Sales Representative for additional information.

NOTE: Under special circumstances, relocation of equipment within the same building may be performed by the Customer under the guidance of Forensic Technology's GCS staff, after authorization by the GCS Manager. This service is offered upon certain conditions, which may include: timing and GCS Field Technician availability, proper communication ability, presence and approval of a technical Customer representative, assurance of new location meeting specifications, and agreement to strictly follow Forensic Technology's procedures and guidance. All related activities are managed by the GCS team involving remote Support Specialists, technicians and others, and must be scheduled and approved at least ten (10) business days in advance by all parties.

The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

ULTRA

Sole Source Justification

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely,

Stacy Stern

Stacy Stern
Chief Revenue Officer

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0850-24

File ID:	0850-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/23/2024
File Name:	Change Order #1 Norfolk Southern Railroad			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, or her designee, on behalf of the Urban County Government, to execute Change Order No. 1 to the License Agreement with Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), and any other necessary document related thereto, for additional permit fees for the Spurr and Dotson Pump Station Sanitary Sewer Infrastructure Project, increasing the contract by the sum of $20,000, from $21,135 to $41,135. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Blue Sheet Memo, License Agreement, Map, RailPros Invoice, Change Order Contract, 0850-24 - Change order 1 to Norfolk License 4891-5811-8627 v.1.docx, R-470-2024	**Enactment Number:**	R-470-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0850-24

Title

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Summary

Authorization to approve Change Order No. 1 to the Agreement with the Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.) for an additional permit fee of $20,000.00 to pay Rail Pros for the Spurr and Dotson Pump Station Sanitary Sewer Infrastructure project, bringing the total cost to $41,135.00. Funds are Budgeted. (L0850-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes: Completed by Evan Thompson 7/2023

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303408-3468-92811

This Fiscal Year Impact: $20,000.00

Annual Impact: $

Project: SPURRD_PSELIMIN

Activity:

Budget Reference: 2023

Current Balance: $1,419,807.37

MAYOR LINDA GORTON

LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: August 20, 2024

SUBJECT: Change Order #1 Rail Pros (Norfolk Southern Railroad)
Spurr and Dotson Pump Station Removal Agreement with Norfolk Southern
Resolution #630-2023

Request

The purpose of this memorandum is to request approval of Change Order #1 for an additional $20,000 permit fee payment to Norfolk Southern for the installation of sanitary sewer infrastructure under their tracks.

Purpose of Request

The terms and conditions of the permit were reviewed by the Department of Law and risk management staff. The recommended permit fee increase is a result of the inclusion of permit conditions that were more favorable to the city.

Project Cost in FY25

The cost for this FY is $20,000.00

Are the funds budgeted?

The funds are budgeted in: 4003-303408-3468-92811

Director/Commissioner
Martin/Albright

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement"), dated as of (the "Effective Date") is made and entered into by and between

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY, a Virginia corporation, whose mailing address is 650 West Peachtree St. Box 22, Atlanta, Georgia 30308 (hereinafter called "Railway"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, a Kentucky Government Entity, whose mailing address is 125 Lisle Industrial Ave Suite 180, Lexington, Kentucky 40511 (hereinafter called "Licensee").

W I T N E S S E T H

WHEREAS, Licensee has submitted to Railway an Application (as defined herein) related to the **proposed installation and construction of a transverse underground 18" PVC gravity sewer in a 30" steel casing pipe** (hereinafter called the "Facilities") located in, under, and across the right-of-way or property and any tracks of Railway at or near:

- Milepost 76.70, Midwest Division
- Latitude 38.109889, Longitude -84.526944
- Lexington, Fayette County, Kentucky

the same to be located in accordance with and limited to the installation shown on the diagram set forth in **Exhibit A** attached hereto and made a part hereof (such right-of-way or property of Railway, collectively, the "Premises"); and

WHEREAS, Railway has approved the Application for the initial installation and construction of the Facilities; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the installation and construction, as well as the subsequent maintenance, operation and removal, of the Facilities.

NOW, THEREFORE, Railway and Licensee agree as follows:

1. Grant; Consideration; Term. Subject to Section 2(b) below, Railway hereby grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which the Railway's title may be subject, the right to use and occupy so much of the Premises as may be necessary for the installation, construction, maintenance, operation and removal of the Facilities (collectively, "Operate" or "Operations"). Upon execution of this Agreement, Licensee shall pay to Railway (i) a non-refundable, non-assignable, one-time license fee in the amount of **FORTY-ONE THOUSAND THREE HUNDRED AND FIFTEEN AND 00/100 DOLLARS ($41,315.00)**, and (ii) if applicable as determined by Railway pursuant to Section 12 below, the Risk Financing Fee (as defined in Section 12). The term of this Agreement shall commence on the Effective Date and shall continue for a period of twenty (20) years, subject to prior termination as hereinafter described (the "Term").

2. Use and Condition of the Premises.

(a) The Premises shall be used by Licensee only for Operations and for no other purpose. Licensee accepts the Premises in their current "as is" condition, as suited for Operations, and without the benefit of any improvements to be constructed by Railway.

(b) With respect to each Operations project that requires access to the Premises after the initial installation and construction of the Facilities, Licensee shall submit to Railway an application conforming to Railway's then-current standards and procedures (an "Application") for review and approval.

3. Installation of the Facilities; Railway Support. Licensee shall, at its expense, Operate the Facilities (i) on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway and (ii) in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications adopted by the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in clauses (a) and (b) above. All underground pipes must have secondary pipe containment if the material flowing through the pipeline poses a safety or environmental hazard. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement. In the event it becomes necessary for Licensee to deviate from the approved plans and specifications, Licensee shall seek prior approval from Railway's Division Engineer or his or her authorized representative and, when applicable, an authorized representative of the Division Engineer in the field during Construction Monitoring. Licensee shall provide Railway with complete as-built drawings of the Facilities in an electronic format within thirty (30) days of (i) completion of the initial installation and construction of the Facilities and (ii) completion of any material change to the Facilities.

4. Railway Support. With respect to each Operations project that requires access to the Premises, Railway shall, at Railway's option, furnish, at the sole expense of Licensee, Support Services. The term "Support Services" means such materials and services as necessary, in Railway's sole judgment, to support Railway's tracks and to protect Railway's traffic, including without limitation flagging services and Construction Monitoring during Operations that require access to the Premises. Support Services shall be provided unless Railway's Division Engineer or his or her authorized representative provides to Licensee a written waiver of Support Services, whether in whole or in any part, in a given instance. The term "Construction Monitoring" means services comprised of one or more Railway representatives being assigned and present to monitor construction activities of Licensee, which may include a preconstruction site assessment and a post-construction site assessment.

5. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will

modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this Section 5 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

6. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

7. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon not less than thirty (30) days prior written notice from Railway and at Licensee's sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

8. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, and to the extent permitted by law and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee, and to the extent permitted by law and without waiving the defense of sovereign immunity to claims by third parties, hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

9. Entry Upon Premises. Licensee shall enter the Premises in any given instance only pursuant to an approved Application. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer or their authorized representative for the scheduling of Support Services as determined pursuant to Section 4 above. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost of Support Services. In the event of an emergency, Licensee shall call the Railway police emergency line at (800) 453-2530. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for the cost of Support Services provided by or on behalf of Railway.

10. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor

or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

11. Indemnification. To the extent permitted by law and without waiving the defense of sovereign immunity to claims by third parties, Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively, "Losses") that arise in any manner from (a) the presence of the Facilities on or about the Premises, (b) any Operations or any failure to conduct Operations properly, or (c) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

12. Insurance.

(a) Insurance Requirements. Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall comply with the following provisions:

(i) Subject to subsection (ii) below, upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of $1,900 (the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate with respect to the initial construction and installation of the Facilities.

(ii) Prior to commencement of each Operations project that requires access to the Premises, unless Railway elects to make available and Licensee pays the then-current Risk Financing Fee for a given Operations project, Licensee shall furnish Railway with an original Railroad Protective Liability ("RPL") Insurance Policy naming Railway as the named insured and having a limit of (1) not less than a combined single limit of $2,000,000 each occurrence and $6,000,000 aggregate, or (2) if the value of a given operations project exceeds $350,000, not less than a combined single limit of $5,000,000 per occurrence and $10,000,000 in the aggregate. Each RPL policy shall conform to CG 00 35 04 13 or equivalent and include coverage for Terrorism and the Physical Damage to Property Endorsement and shall name Norfolk Southern Corporation and its affiliates and subsidiaries as the insured. Licensee shall ensure that the project location, Licensee identification and work description appear on the declaration pages of

a given RPL policy. Licensee shall provide an electronic copy of each RPL policy (and not merely the binder) to Railway at ns.permitting@railpros.com for review and approval prior to commencing any work on the associated Operations project. Licensee may submit inquiries about RPL issues at ns.permitting@railpros.com.

(iii) Licensee shall maintain a Commercial General Liability ("CGL") policy containing products and completed operations and contractual liability coverage, with a combined single limit of not less than $2,000,000 for each occurrence. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The policy shall not deny any obligation of any insured under the Federal Employer's Liability Act, as amended.

(iv) Licensee shall maintain Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providingannual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(v) Licensee shall maintain Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants or employees arising directly or indirectly out of the performance of this Agreement;

(vi) Licensee shall maintain Employers' Liability Insurance with limits of not less than $1,000,000 eachaccident $1,000,000 policy limit for disease, and $1,000,000 each employee for disease;

(b) General Insurance Requirements. Each insurance policy referred to in subsection (a) above shall also comply with the following requirements:

(i) [Reserved].

(ii) Licensee's Coverage Primary and Without Right to Contribution. All policies secured by Licensee, whether primary, excess, umbrella or otherwise, are intended to take priorityin responding and to pay before any insurance policies Railway may have secured for itself must respond or pay and (2) may not seek contribution from any policies the Railway may have secured for itself.

(iii) Severability of Interests (Cross Liability). No cross-liability exclusions arepermitted that would apply to the additional insureds (if applicable), and there may not be any restrictionsin any policy that limits coverage for a claim brought by an additional insured against a named insured (if applicable).

(iv) Waiver of Subrogation. To the fullest extent permitted by law, all

insurance furnished by Licensee pursuant to this Agreement shall include a waiver of subrogation in favor of Railway with an appropriate endorsement to each policy.

(v) Notice of Cancellation, Modification or Termination. Each insurance policy shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to Railway.

(vi) No Limitation. Each insurance policy shall not limit any of Licensee's indemnity obligations or other liabilities under this Agreement.

(vii) Any deductibles or self-insured retentions of Licensee over $50,000 must be declared and approved by Railway. Approval of such requests shall not be unreasonably withheld. Railway hereby approves Licensee's self-insurance as compliant with the provisions provided in Section 12, except those that relate to the RPL Insurance Policy.

(viii) Licensee shall require all subcontractors who are not covered by the insurance carried by Licensee to maintain the insurance coverages set forth in subsection (a) above, except for the RPL insurance as well as additional insured status for Railway and its parent, subsidiary and affiliated companies in subcontractor's insurance policies.

(ix) Licensee shall furnish their memorandum of insurance and the RPL Insurance Policy to Railway's Managing Agent prior to execution of this Agreement at ns.permitting@railpros.com. The insurance coverage required herein shall in no way limit Licensee's liability under this Agreement.

13. Environmental Matters. To the extent permitted by law and without waiving the defense of sovereign immunity to claims by third parties, Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) any Operations, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to conduct Operations. To the extent permitted by law and without waiving the defense of sovereign immunity to claims by third parties, Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this Section. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or

wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

14. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

15. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

16. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this Section or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

17. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall fail to install the Facilities within one (1) year from the date of the Agreement, or if Licensee shall discontinue the use or operations of the Facilities for one (1) year; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that one or more aspects of Operations unduly interfere with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

18. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and

the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

19. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

20. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

21. Attorneys' Fees. If Railway should bring any action under this Agreement or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees, to the extent permitted by law and without the defense of sovereign immunity to claims by third parties, to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

22. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

23. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver

shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

24. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
650 West Peachtree Street, Box 22
Atlanta, Georgia 30308
Attention: Director Real Estate

If to Licensee:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
125 Lisle Industrial Ave Suite 180
Lexington, Kentucky 40511
Attention: Craig Prater

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

25. Miscellaneous. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of this Agreement that, by their nature, are intended to survive the expiration or earlier termination of this Agreement, including Sections 8, 10, 11, 13 and 19, shall so survive.

26. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures,

reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees, to the extent permitted by law and without the defense of sovereign immunity to claims by third parties, that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

27. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

THE CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY COMPANY

_____
As to Railway

By: _____
Real Estate Manager

Witness:

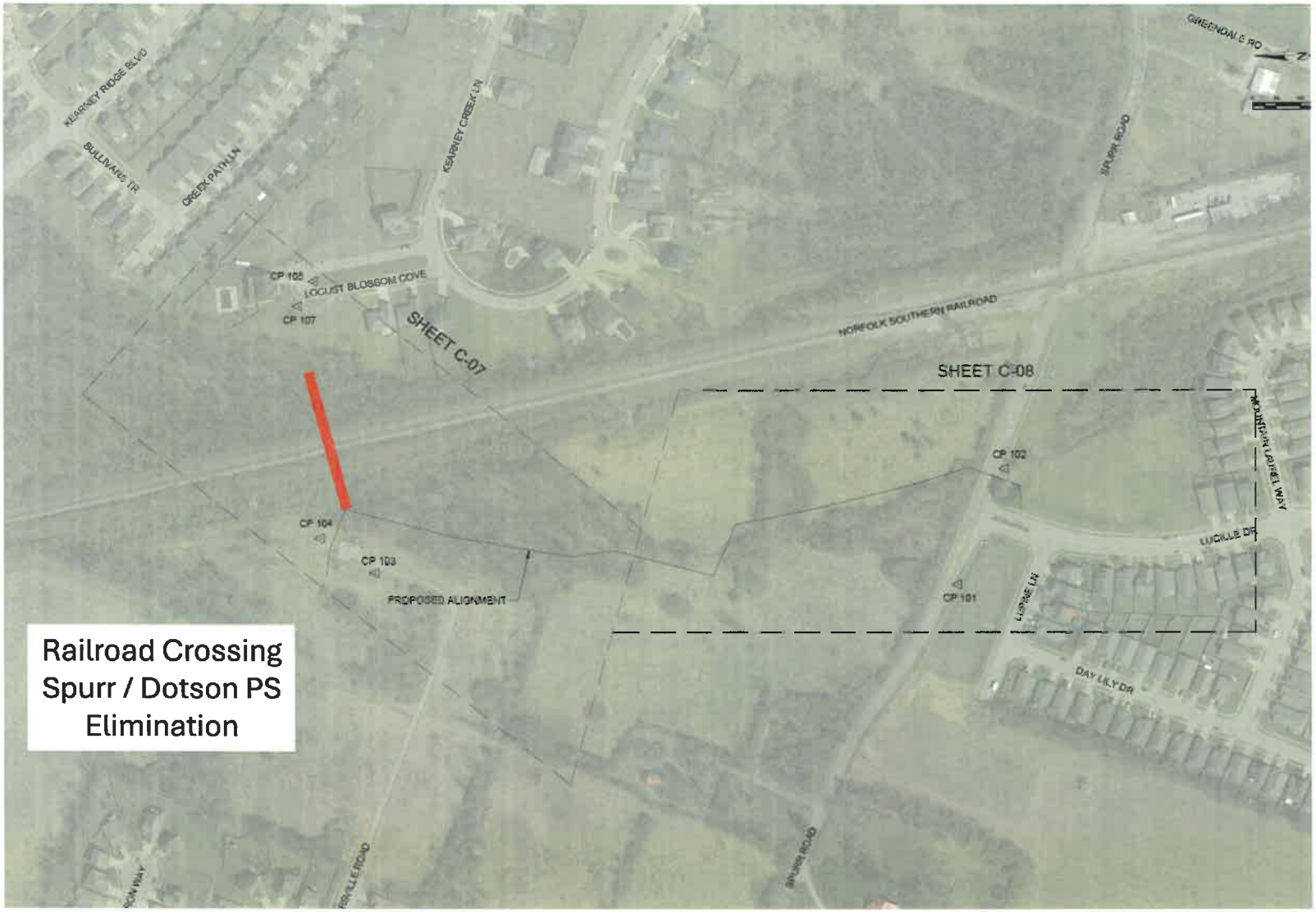
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
As to Licensee

By: _____

Title: _____

Activity Number: 1310998
NJR: 06/24/2024


KEARNEY RIDGE BLVD
SULLIVANS TR
CREEK PATH LN
KEARNEY CREEK LN
SPUR ROAD
GREENDALE RD
CP 105
LOCUST BLOSSOM COVE
CP 107
SHEET C-07
NORFOLK SOUTHERN RAILROAD
SHEET C-08
CP 102
MOUNTAIN LAUREL WAY
CP 104
CP 103
PROPOSED ALIGNMENT
LUCILLE DR
CP 101
LUPINE LN
DAY LILY DR
SPUR ROAD
Railroad Crossing
Spurr / Dotson PS
Elimination

RAILPROS
Rail isn't a part of our business, it IS our business.

INVOICE

Date: 07/16/2024

Invoice No. 40072
RailPros Tracking No. 18632
NS Activity No. 1310998

To

Michael Davis
Strand Associates, Inc.
651 Perimeter Drive Suite 220
Lexington, Kentucky 40517
(859) 225-8500, (859) 333-4686
mike.davis@strand.com

Description	Amount
Underground Pipeline Licensing Fee	$20,000.00
Total	$20,000.00

Three Ways to Pay Your Invoice:

1. Login to your account at ns.railprospermitting.com. Click the Home and choose ***open existing application*** from your home screen. Then click the ***Pay Now*** link in the ***action*** column next to the corresponding application.

2. Not a registered user? Simply click ***HERE*** to be taken directly to the payment portal.
   You will only need the RailPros tracking number or invoice number provided above.
   Not viewing this invoice online? Visit ns.railprospermitting.com and click on ***Make a Payment*** from the landing page.

3. Send your check payable to RailPros Field Services Inc., to the following address:
   RailPros PO Box 642270, Omaha, NE 68164
   (Be sure to Include the RailPros tracking number on the check)

RailPros PO Box 642270, Omaha NE 68164

Phone: (402)965-0539 Fax: (866) 762-7619

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	August 13, 2024	
	Project:	Spurr Dotson Railroad Agreement	
	Location:	Spurr Road	
To (Contractor): Rail Pros PO Box 642270 Omaha, NE 68164	Contract No.	R#630-2023	
	Original Contract Amt.	$21,135.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$21,135.00	
	Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Norfolk Southern wants additional payment to			
	revise the additional insured language		$20,000.00	
	Total decrease	$0.00		
	Total increase		$20,000.00	
	Net Amount of this Change Order	$20,000.00		
	New Contract Amount Including this Change Order	$41,135.00		
	Percent Change - This Change Order			48.62%
	Percent Change - All Change Orders			94.63%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by Craig Purdon (Proj. Manager) Date 8-13-2024
Accepted by _____ (Contractor) Date _____
Approved by Charles Hof (Director) Date 8-13-24
Approved by Nancy Albright (Commissioner) Date 8/19/24
Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT:Spurr Dotson PS Removal
	CONTRACT NO.R#630-2023
	CHANGE ORDER: 1

1. Necessity for change: Norfolk Southern Railroad wants additional payment in leiu of revising the additional insured language.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE LICENSE AGREEMENT WITH CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY CO. (NORFOLK SOUTHERN RAILWAY CO.), AND ANY OTHER NECESSARY DOCUMENT RELATED THERETO, FOR ADDITIONAL PERMIT FEES FOR THE SPURR AND DOTSON PUMP STATION SANITARY SEWER INFRASTRUCTURE PROJECT, INCREASING THE CONTRACT BY THE SUM OF $20,000.00, FROM $21,135.00 TO $41,135.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, attached hereto and incorporated herein by reference, to the License Agreement with Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), and any other necessary document related thereto, for additional permit fees for the Spurr and Dotson Pump Station sanitary Sewer Infrastructure Project, for the Division of Water Quality, increasing the contract price by the sum of $20,000.00, from $21,135.00 to $41,135.00.

Section 2 – That an amount, not to exceed the sum of $20,000.00, be and hereby is approved for payment to Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), or its agent RailPros Field Services, Inc., from account # 4003-303408-3468-92811, pursuant to the terms of the Change Order.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0850-24:EPT_4891-5811-8627, v. 1

RESOLUTION NO. 470 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE LICENSE AGREEMENT WITH CINCINNATI, NEW ORLEANS AND TEXAS PACIFIC RAILWAY CO. (NORFOLK SOUTHERN RAILWAY CO.), AND ANY OTHER NECESSARY DOCUMENT RELATED THERETO, FOR ADDITIONAL PERMIT FEES FOR THE SPURR AND DOTSON PUMP STATION SANITARY SEWER INFRASTRUCTURE PROJECT, INCREASING THE CONTRACT BY THE SUM OF $20,000.00, FROM $21,135.00 TO $41,135.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, attached hereto and incorporated herein by reference, to the License Agreement with Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), and any other necessary document related thereto, for additional permit fees for the Spurr and Dotson Pump Station sanitary Sewer Infrastructure Project, for the Division of Water Quality, increasing the contract price by the sum of $20,000.00, from $21,135.00 to $41,135.00.

Section 2 – That an amount, not to exceed the sum of $20,000.00, be and hereby is approved for payment to Cincinnati, New Orleans and Texas Pacific Railway Co. (Norfolk Southern Railway Co.), or its agent RailPros Field Services, Inc., from account # 4003-303408-3468-92811, pursuant to the terms of the Change Order.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0850-24:EPT_4891-5811-8627, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0851-24

File ID: 0851-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 321-2024 **In Control:** Urban County Council

File Created: 08/23/2024

File Name: Request Council authorization to execute Addendum No. 2 to the Agreement with the University of Kentucky Research Foundation (UKRF) in the amount of $99,997.00 for the provision of evaluation services for Year 3 of the Expanded First Responders and Commun

Final Action: 09/12/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Addendum No. 2 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for year three of the expanded First Responders and Community Partners Overdose Prevention Project, at a cost not to exceed $99,997. [Dept. of Social Services, Allen-Bryant]

Notes: Stamped and filed in the CCO. 11/21/2024. MS

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25 - Bluesheet Memo UKRF, UKRF Addendum No. 2 for Mayor Signature, RESO 0851-24 (UKRF Addendum No. 2) 4876-8626-0448 v.1.docx, R-459-2024, Contract #321-2024

Enactment Number: R-459-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0851-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Addendum No. 2 to the Agreement with the University of Ky. Research Foundation (UKRF), for the provision of evaluation services for year three of the expanded First Responders and Community Partners Overdose Prevention Project, at a cost not to exceed $99,997. [Dept. of Social Services, Allen-Bryant]

Summary

Authorization to execute Addendum No. 2 to the Agreement with the University of Kentucky Research Foundation (UKRF) in the amount of $99,997.00 for the provision of evaluation services for Year 3 of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). (L0851-24) (Combs Marks/Allen-Byrant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/19/2024

Risk Management: N/A

Fully Budgeted: Budget amendment 13233 is in process.

Account Number: 3190-606105-0001-71299

This Fiscal Year Impact: $99,997

Annual Impact: $0

Project: SAMHSA_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 22, 2024**

SUBJECT: **Addendum No. 2 to Agreement with University of Kentucky Research Foundation (UKRF)**

Request: Council authorization to execute Addendum No. 2 to the Agreement with the University of Kentucky Research Foundation (UKRF) in the amount of $99,997.00 for the provision of evaluation services for Year 3 of the Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP) funded under the U.S. Department of Health and Human Service First Responders - Comprehensive Addiction and Recovery Support Service Grant (FR-CARA). Cost not to exceed $99,997.

Purpose of Request: On December 6, 2022 (Resolution 677-2022), Council authorized execution of the agreement with UKRF to provide evaluation services pertaining to Year 1 of the Lexington-Fayette Urban County Government Expanded First Responders and Community Partners Overdose Prevention Project. On November 16, 2023 (Resolution 619-2023), Council authorized execution of Addendum No. 1 to the UKRF to provide evaluation services pertaining to Year 2 of the LFUCG Expanded First Responders and Community Partners Overdose Prevention Project. The purpose of the project is to reduce the number of overdose fatalities by facilitating access to naloxone through first responders and members of other key community sectors. The Division of Social Services listed the University of Kentucky Research Foundation as the required evaluator in the grant application.

What is the cost in this budget year and future budget years? $99,997 is cost in FY25. Future budget years is dependent upon receipt of an award.

Are the funds budgeted? Budget amendment 13233 is in process.

File Number: 0851-24

Director/Commissioner: Combs Marks/Kacy Allen-Bryant

ADDENDUM NO. 2 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this _____ day of _____ 2024, 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 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40508;

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services and Administration (SAMHSA) awarded LFUCG grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP); and

WHEREAS, LFUCG and UKRF entered into an Agreement dated December 12, 2022 ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the FR-CARA grant and oversight of reporting over the term of the grant period, compensating UKRF $99,997.00 for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year (each a 'Renewal Term'), with the final Renewal Terms ending on September 29, 2026,";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and 00/100 Cents ($99,997.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning September 30, 2024 through September 29, 2025.

The parties agree that all other terms and conditions of the Agreement dated December 12, 2022 shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of Urban County Council

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY Kim C. Carter
Kim C. Carter, Associate Director by RH

RH CAC

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 2 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR YEAR THREE OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT, AT A COST NOT TO EXCEED $99,997.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 2 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for Year Three of the Expanded First Responders and Community Partners Overdose Prevention Project.

Section 2 - That an amount, not to exceed the sum of $99,997.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account # 3190-606105-0001-71299, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0851-24:anb:4876-8626-0448, v. 1

RESOLUTION NO. 459 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 2 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR YEAR THREE OF THE EXPANDED FIRST RESPONDERS AND COMMUNITY PARTNERS OVERDOSE PREVENTION PROJECT, AT A COST NOT TO EXCEED $99,997.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 2 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for Year Three of the Expanded First Responders and Community Partners Overdose Prevention Project.

Section 2 - That an amount, not to exceed the sum of $99,997.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account # 3190-606105-0001-71299, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0851-24:anb:4876-8626-0448, v. 1

ADDENDUM NO. 2 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 13 day of September 2024, 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 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40508;

WHEREAS, the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services and Administration (SAMHSA) awarded LFUCG grant funding over a period of four (4) years under the First Responders – Comprehensive Addiction and Recovery Support Service Grant (FR-CARA) in support of its Expanded First Responders and Community Partners Overdose Prevention Project (EFRCPOPP); and

WHEREAS, LFUCG and UKRF entered into an Agreement dated December 12, 2022 ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the FR-CARA grant and oversight of reporting over the term of the grant period, compensating UKRF $99,997.00 for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for three (3) successive terms of one (1) year (each a 'Renewal Term'), with the final Renewal Terms ending on September 29, 2026,";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Ninety-Nine Thousand Nine Hundred Ninety-Seven Dollars and 00/100 Cents ($99,997.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning September 30, 2024 through September 29, 2025.

The parties agree that all other terms and conditions of the Agreement dated December 12, 2022 shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.



ATTEST:

Mackenzie Stock
Clerk of Urban County Council

Deputy

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Linda Gorton, Mayor

UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

BY Kim C. Carter 9/11/2024
Kim C. Carter, Associate Director

BH CAC

ADDENDUM NO. 1 TO EVALUATION SERVICES AGREEMENT WITH UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into on this 26 day of September 2024, 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 ("LFUCG"), and **UNIVERSITY OF KENTUCKY RESARCH FOUNDATION** ("UKRF"), whose main address is 109 Kinkead Hall, Lexington, Kentucky 40506-0057.

WHEREAS, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) awarded LFUCG grant funding over a period of three (3) years under the BJA FY 23 Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) (Award No. 15PBJA-23-GG-02369-COAP) in support of its Community Paramedicine Overdose Outreach Lexington (CPOOL) project; and

WHEREAS, LFUCG and UKRF entered into an Agreement dated April 11, 2024, ("Agreement"), identifying UKRF as an "Evaluator" for evaluating processes and outcomes of the Community Paramedicine Overdose Outreach Lexington (CPOOL) project and oversight of reporting over the term of the grant period, compensating UKRF Eighty-Three Thousand Six Hundred Nineteen Dollars ($83,619.00) for their services;

WHEREAS, the Agreement states in part, in Paragraph 2 titled Effective Date; Term of the Statement of Agreement: "This Agreement shall commence on October 1, 2023 (the "Effective Date"), and shall continue in effect through September 30, 2024 (the "Initial Term"), unless earlier terminated. Upon mutual written agreement, the Parties may renew this Agreement, in whole or in part, for two (2) successive terms of one (1) year each (each, a "Renewal Term"), with the final Renewal Term ending on September 30, 2026";

WHEREAS, the Agreement states in part, in Paragraph 5 titled Compensation; Method of Payment of the Statement of Agreement: "LFUCG shall compensate UKRF for the Services in an amount which shall not exceed Eighty-Three Thousand Six Hundred Nineteen Dollars ($83,619.00) during each year of the Grant Period as outlined in Exhibit 'B' for the performance of the Services.";

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises stated in the Agreement, the parties hereto agree to renew the Evaluation Services Agreement beginning October 1, 2024, through September 30, 2025.

The parties agree that all other terms and conditions of the Agreement dated April 11, 2024, shall continue to apply.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

RESOLUTION NO. 468 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ADDENDUM NO. 1 TO THE AGREEMENT WITH THE UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION (UKRF), FOR THE PROVISION OF EVALUATION SERVICES FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S COMMUNITY PARAMEDICINE OVERDOSE OUTREACH (CPOOL) UNDER THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE USE PROGRAM FROM THE DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE GRANT PROGRAM, EXTENDING THE PERIOD OF PERFORMANCE THROUGH SEPTEMBER 30, 2025, AT A COST NOT TO EXCEED $83,619.00

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Addendum No. 1 to the Agreement, which is attached hereto and incorporated herein by reference, with the University of Kentucky Research Foundation (UKRF), for the provision of evaluation services for the Lexington-Fayette Urban County Government's Community Paramedicine Overdose Outreach (CPOOL) under the Comprehensive Opioid, Stimulant, and Substance Use Program from the Department of Justice, Bureau of Justice Assistance grant program, extending the period of performance through September 30, 2025, at a cost not to exceed $83,619.00.

Section 2 – That an amount, not to exceed the sum of $83,619.00, be and hereby is approved for payment to the University of Kentucky Research Foundation (UKRF), from account #3140 – 505701 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

0836-24:WR:4893-8597-9363, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0852-24

File ID:	0852-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/23/2024
File Name:	Request Council authorization to accept an award in the amount of $1.8 million from the Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program (EPA SWIFR) Grant Program. The Department of Environmental Quality and Public Wo			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program, for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, which Grant funds are in the amount of $1,800,000 in Federal funds for Fiscal Year 2025, for equipment and facility upgrades at Lexington Fayette Urban County Government Materials Recovery Facility, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Howard]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	25-Blue Sheet Memo EPA SWIFR Award, 4Z-03D94724-0 Lexington-Fayette Urban County-OMB Form - Notice of Award, BA 13253, RESO 0852-24 (EPA SWIFR Grant) 4857-7090-3264 v.1.docx, R-471-2024	**Enactment Number:**	R-471-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		

2 Urban County Council 09/26/2024 Approved Pass

Text of Legislative File 0852-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an award from the Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program, for the Dept. of Environmental Quality and Public Works, Div. of Waste Management, which Grant funds are in the amount of $1,800,000 in Federal funds for Fiscal Year 2025, for equipment and facility upgrades at Lexington Fayette Urban County Government Materials Recovery Facility, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Waste Management, Howard]

Summary

Authorization to accept an award in the amount of $1,800,000 from the Environmental Protection Agency Solid Waste Infrastructure for Recycling (EPA SWIFR) Grant Program for equipment and facility upgrades at LFUCG's Materials Recovery Facility (MRF). No Grant match is required. LFUCG has allocated $100,000 in personnel funding to support the project. (L0852-24) (Howard/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/8/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: $1,900,000

Annual Impact: $0

Project: EPA_SWIFR_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 22, 2024**

SUBJECT **Acceptance of Award from the Environmental Protection Agency (EPA) Solid Waste Infrastructure for Recycling (SWIFR) Grant Program**

Request: Council authorization to accept an award in the amount of $1.8 million from the Environmental Protection Agency Solid Waste Infrastructure for Recycling Grant Program (EPA SWIFR). The Department of Environmental Quality and Public Works - Division of Waste Management will use the grant funds for equipment and facility upgrades at LFUCG's Materials Recovery Facility (MRF). No grant match is required, but LFUCG has allocated $100,000 in personnel funding to support the project.

Purpose of Request: The Department of Environmental Quality and Public Works - Division of Waste Management submitted an application to the EPA SWIFR Grant Program and have been offered a grant award in the amount of $1.8 million to further local and regional recycling efforts. Specifically, this grant funding will support equipment and facility upgrades at LFUCG's Materials Recovery Facility (MRF) that will expand the materials accepted and recycled through LFUCG's recycling program to include polypropylene plastics such as yogurt containers and butter tubs. The funding will assist in optimizing the sortation, recovery and marketing of these PP rigid plastics and will also facilitate the improved sortation, quality, and quantity of HDPE plastics already accepted at the MRF such as laundry detergent bottles. The project will support diversion of more materials from landfills while also improving the development of end-markets for the use of recycled commodities. There is no required match for the project, but LFUCG has allocated $100,000 in personnel funding to support the project. Total project cost is $1.9 million.

What is the cost in this budget year and future budget years? $1.8 million has been awarded for Fiscal Year 2025. No grant match is required, but LFUCG has allocated $100,000 in personnel funding to support project for total project cost of $1.9 million. Future budget years are dependent upon fund availability.

Are the funds budgeted? Budget amendment is in process.

File Number: 0852-24

Director/Commissioner: John Howard Acting/ Nancy Albright

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 03D04724 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** 4Z	**DATE OF AWARD** 08/05/2024
TYPE OF ACTION New	**MAILING DATE** 08/08/2024
PAYMENT METHOD: ASAP	**ACH#** 40317

RECIPIENT TYPE:
County

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN ST
LEXINGTON, KY 40507-1315
EIN: 61-0858140

PAYEE:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street
Lexington, KY 40507

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Theresa Renolds 200 East Main Street Lexington, KY 40507-1315 **Email:** teresar2@lexingtonky.gov **Phone:** 859-258-3079	Thornell Cheeks 61 Forsyth Street, S.W. Atlanta, GA 30303-8960 **Email:** cheeks.thornell@epa.gov **Phone:** 404-562-8479	Terri Payne Grants Management Section 61 Forsyth Street, S.W. Atlanta, GA 30303-8960 **Email:** payne.terri@epa.gov **Phone:** 404-562-9712

PROJECT TITLE AND DESCRIPTION

Solid Waste Infrastructure Financing- Save Our Seas Act Grants

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
06/01/2024 - 05/31/2027	06/01/2024 - 05/31/2027	$ 1,900,000.00	$ 1,900,000.00

NOTICE OF AWARD

Based on your Application dated 02/15/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 1,800,000.00. EPA agrees to cost-share 94.74% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 1,800,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4, Land Chemical and Redevelopment Division R4 - Region 4 61 Forsyth Street, S.W. Atlanta, GA 30303-8960

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer	**DATE** 08/05/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 1,800,000	$ 1,800,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 100,000	$ 100,000
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 1,900,000	$ 1,900,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.920 - Solid Waste Infrastructure Financing - Save Our Seas Act Grants	33 USC 4282 & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2404VT4050	23	E1SD	04V4	000D11X81	4183	-	-	$ 1,800,000
									$ 1,800,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 72,375
2. Fringe Benefits	$ 27,625
3. Travel	$ 0
4. Equipment	$ 1,800,000
5. Supplies	$ 0
6. Contractual	$ 0
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 1,900,000
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 5.26 % Federal 94.74 %)	$ 1,900,000
12. Total Approved Assistance Amount	$ 1,800,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 1,800,000
15. Total EPA Amount Awarded To Date	$ 1,800,000

Attachment 1 - Project Description

This action approves an award in the amount of $1,800,000 to support Lexington-Fayette Disadvantaged communities in Solid Waste Infrastructure for Recycling (SWIFR) for the budget and project period end date from June 01, 2024 to December 31, 2026. This will improve political subdivisions of states and territories and fund activities that will result in a significant decrease in the generation of Municipal Solid Waste (MSW) and/or an increase in the diversion of MSW from landfills and incineration, as well as fund innovative solutions and programs that provide or increase access to prevention, reuse, mechanical recycling, anaerobic digestion, and composting. The activities to be performed are 1) Recover post-consumer polypropylene from residential waste stream by sorting the material from the residential waste stream through the use of a new optical sorter purchased with EPA funding. 2) Improve the quality and quantity of HDPE plastic that is bailed and sent to market through the installation of this new optical sorter.

The purpose of this award is to enhance the Lexington-Fayette Urban County Government (LFUCG) efforts to meet the SWIFR grants elements. Specifically, the LFUCG will recover post-consumer polypropylene from the residential waste stream by purchasing a new optical sorter from funding provided by this grant.The anticipated deliverables include the delivery of better quality and quantity HDPE plastic to the recycling market for use to build products made from recycled polypropylene. The expected outcomes include: creating new capacity management of post-consumer materials through the addition of polypropylene and optimizing the existing capacity for capturing and sorting HDPE into high quality, high value commodities. By increasing the quality of HDPE. Contributing to the development of end-markets for the use of recycled commodities. Demonstrating a measurable increase in diversion of waste from Landfills. increasing the recycling rate of polypropylene. Decrease contamination of recycling stream with polypropylene material. collection of quality materials from disadvantaged communities. The intended beneficiaries include manufactures of clothing, cups, automotive parts, paint cans, transport packaging, housewares, and the food industry who package their goods in food grade recycled polypropylene. The Disadvantaged community.

No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Terri Payne, payne.Terri@epa.gov, 404-562-9712

- MBE/WBE reports (EPA Form 5700-52A): Terri Payne, payne.Terri@epa.gov, 404-562-9712

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Thornell Cheeks, cheeks.thornell@epa.gov, 404-562-8479

- Payment requests (if applicable): Thornell Cheeks, cheeks.thornell@epa.gov, 404-562-8479

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Thornell Cheeks, cheeks.thornell@epa.gov, 404-562-8479

Programmatic Conditions

SWIFR Communities Grants Terms and Conditions

A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs, and 4) expenditures for each budget task and category.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Performance Reports - Frequency

1. **Quarterly** performance reports are required. The recipient will submit quarterly project progress reports to the EPA Project Officer, which will include a description of the activities accomplished during the reporting period. The report should be emailed to the EPA Project Officer within 30 days after each quarter, the first quarter ending three months after the project start date.

2. A final report is required. The recipient should submit a draft final report within 60 days after the end of the project period. This report can take the place of the quarterly report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

a. narrative summary of the work conducted under the grant;
b. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
c. reasons why anticipated outputs/outcomes were not met; and
d. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

The final report should show the actual budget expenditures compared to the budget proposed in the work plan. Once the draft has been reviewed and any comments provided by the EPA Project Officer within 10 business days, the Final Report shall be submitted by the recipient within 120 days after the end of the project period to the EPA Project Officer.

In addition to the report, the recipient should provide EPA a copy of all tangible final products that were created with EPA funds (i.e., videos, research findings, curriculum,

presentations, etc.). Reports and copies should be sent electronically if possible.

B. Cybersecurity Condition

1. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

2. (a) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(b) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available

online at https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf or a copy may also be requested by contacting the EPA Project Officer for this award.

D. Signage Required

Signage Required Term and Condition

1. **Signage Requirements**

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo.

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. **Public or Media Events**. The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Leveraging

The recipient agrees to provide the proposed leveraged funding, including any voluntary

cost-share contribution or overmatch, that is described in its application submitted for the EPA-I-OLEM-ORCR-23-03 funding opportunity. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its application. **,** EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

F. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that awards and subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QMP,

ii. Prepare the QMP in accordance with the current version of EPA's Quality Management Plan (QMP) Standard. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

OR

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to EPA if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be

submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 90 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the EPA-approved QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

3. QMP/QAPP Crosswalk/Checklist

Upon award, the EPA PO will provide the recipient with a crosswalk/checklist that will provide an outline for the recipient to use while preparing their QMP/QAPP. The recipient must submit the completed crosswalk/checklist when submitting the QMP and QAPP to the EPA.

For Reference:

• Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

• EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.

• (QAM and/or PO may insert QA references that inform or assist the recipient here).

• EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

• The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

G. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Nassau County received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy

H. Paperwork Reduction Act

Notwithstanding any references to collection of information in the recipient's application or proposal for EPA funding, the scope of work for this cooperative agreement does not include a survey or other information collection of identical information from 10 or more parties. No EPA funds (directly paid by EPA or from the recipient's cost share) may be used for the design or administration of such an information collection, and EPA personnel may not participate in such activities. Reasonable costs for analyzing independently collected information and publishing the results of such information collections are allowable to the extent authorized in the EPA approved budget for this agreement.

I. Substantial Involvement

EPA will be substantially involved in the recipient's project activities, including but not limited to:

1. provide technical assistance and programmatic oversight;
2. review/comment on the project's activities, deliverables, reports or publications prepared under this agreement (the recipient will make the final decision on the content of these products);
3. review and approval of any proposed changes in the work plan and/or budget;
4. joint operational involvement, participation, and/or collaboration between EPA and the recipient;
5. review and approval of substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend, or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy); and
6. involvement in the selection of key recipient personnel.

J. National Environmental Policy Act (NEPA)

1. Environmental Standards

The recipient agrees to Identify to the awarding agency all impact this award may have on:

The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et. seq.) and to prepare Environmental Impact Statements or other required environmental documentation.

In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

2. Endangered Species Act

The recipient agrees to comply with applicable provisions of the following national policies concerning live organisms:

Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the: Endangered Species Act of 1973 (16 U.S.C. 1531-1543); Marine Mammal Protection Act (16 U.S.C. 1361-1384); Lacey Act (18 U.S.C. 42); and Convention on International Trade in Endangered Species of Wild Fauna and Flora.

3. National Historic Preservation

The recipient agrees to identify to the awarding agency all property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide all the help the awarding agency may need, with respect to the award: 16 USC 470f

4. Native American Graves Protection and Repatriation

The recipient agrees that it will comply with the following general national policy requirements: 25 USC 3001-3013

K. Davis-Bacon Act

DAVIS BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how grantees will assist EPA in meeting its Davis Bacon Related Acts (DB) responsibilities under 33 U.S.C. 4282(e)(1) when EPA funding will be used for a construction project. Act If the grantee has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact their EPA Project Officer.

<u>1. Applicability of the Davis Bacon Prevailing Wage Requirements</u>

For the purposes of this term and condition, EPA has determined that “construction” as defined in 40 CFR 33.103means, “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” In pertinent part construction If the grantee encounters a unique situation at a site that presents uncertainties regarding DB applicability, the grantee must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Unless otherwise instructed by EPA on a project specific basis, the grantee shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Grantees must obtain wage determinations for specific localities at https://sam.gov/content/wage-determinations. Grantees shall use the “Building Construction” classification.

Note: Grantees must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA's Project Officer. If, based on discussions with a grantee, EPA determines that DB applies to a unique situation the Agency will advise the grantee which General Wage Classification to use based on the nature of the construction activity at the site.

(b) Grantee shall obtain the wage determination for the locality in which a project subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the grantee shall monitor https://sam.gov/content/wage-determinations on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The grantee shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the grantee may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the grantee.

(ii) If the grantee does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the grantee, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The grantee shall monitor https://sam.gov/content/wage-determinations on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the grantee carries out an activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the grantee shall insert the appropriate DOL wage determination from https://sam.gov/content/wage-determinations into the ordering instrument.

(c) Grantee shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to

a grantee's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the grantee has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the grantee shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The grantee's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The grantee shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the grantee obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Grantees shall require that the contractor and subcontractors include the name of the grantee employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The grantee, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the grantee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the grantee to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the grantee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the contractor to set aside in a seperate account assets for the meeting of obligations under the plan or program.

(1) Withholding. The grantee, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or grantee take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the grantee who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/whd/programs/dbra/wh347.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the grantee for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the grantee.

(B) Each payroll submitted to the grantee shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, grantee, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate

who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the grantee, borrower or subrecipent and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)

(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001.

4. Contract Provisions for Contracts in Excess of $100,000

(a) Contract Work Hours and Safety Standards Act. The grantee shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(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 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 workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(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 (a)(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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The grantee**,** upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold 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 (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(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 (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the grantee shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the grantee shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The grantee shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The grantee must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The grantee shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the grantee must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Grantees must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Grantees shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The grantee shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The grantee shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the grantee must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Grantee must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the grantee shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The grantee shall periodically review contractors and subcontractors use of apprentices

and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Grantees must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at https://www.dol.gov/whd/america2.htm.

K. EQUIPMENT DISPOSITION (for non-state recipients only)

Choose one of the below disposition instructions if not following EPA's default disposition instructions at EPA General Term and Condition titled “Tangible Personal Property” which is allowing the recipient to keep the equipment and use it on the project or on other federally funded projects. Program offices should consider requiring disposition instructions when the recipient has used EPA funds to purchase expensive equipment that may be used for a long period of time.

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer Disposition instructions will be one of the following:

(1) Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA. (2) Except as provided in 2 CFR 200.312 Federally-owned and exempt property, paragraph (b), or if EPA fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the recipient or sold. EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, EPA may permit the recipient to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The recipient may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the recipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

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LFUCG Budget Amendment Request Form

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Requester: Moore,Celia E **Date:** 08/27/2024 **Status:** Pending Approval **Amend Nbr:** 13253

Business Unit: LFUCG **Journal Date:** 08/27/2024 **Budget Period:** 2025 **Bid:** **Admin Review:**

Personnel, Operating & Capital Accounts

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	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3170	303505	0001	71299	Prof Svc - Other	1,800,000.00	JHOWARD3	055143	
2	3170	303505	0001	82301	Other Grant Match - Intangible	100,000.00	JHOWARD3	055143	

Revenue Accounts

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	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3170	303505	0001	44010	Intergovernmental - Federal	1,800,000.00	JHOWARD3	055143	
2	3170	303505	0001	45931	Other Grant Match - Intangible	100,000.00	JHOWARD3	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget the EPA Solid Waste Infrastructure for Recycling (SWIFR) Grant Program award. (EPA_SWIFR_2025)

Net Amend Amt: 0.00

Submit for Approval

Save Add

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE ENVIRONMENTAL PROTECTION AGENCY SOLID WASTE INFRASTRUCTURE FOR RECYCLING GRANT PROGRAM, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,800,000.00 IN FEDERAL FUNDS FOR FISCAL YEAR 2025, FOR EQUIPMENT AND FACILITY UPGRADES AT LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MATERIALS RECOVERY FACILITY, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the Environmental Protection Agency's Solid Waste Infrastructure for Recycling Grant Program, for the Department of Environmental Quality and Public Works, Division of Waste Management, which Grant funds are in the amount of $1,800,000.00 in Federal funds for Fiscal Year 2025 for equipment and facility upgrades at Lexington-Fayette Urban County Government (LFUCG) Materials Recovery Facility, the acceptance of which does not obligate LFUCG to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0852-24:ANB:4857-7090-3264, v. 1

RESOLUTION NO. 471 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN AWARD FROM THE ENVIRONMENTAL PROTECTION AGENCY SOLID WASTE INFRASTRUCTURE FOR RECYCLING GRANT PROGRAM, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, DIVISION OF WASTE MANAGEMENT, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,800,000.00 IN FEDERAL FUNDS FOR FISCAL YEAR 2025, FOR EQUIPMENT AND FACILITY UPGRADES AT LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT MATERIALS RECOVERY FACILITY, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an award from the Environmental Protection Agency's Solid Waste Infrastructure for Recycling Grant Program, for the Department of Environmental Quality and Public Works, Division of Waste Management, which Grant funds are in the amount of $1,800,000.00 in Federal funds for Fiscal Year 2025 for equipment and facility upgrades at Lexington-Fayette Urban County Government (LFUCG) Materials Recovery Facility, the acceptance of which does not obligate LFUCG to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0852-24:ANB:4857-7090-3264, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0859-24

File ID:	0859-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	260-2024	**In Control:**	Urban County Council
				File Created:	08/26/2024
File Name:	Medowthorpe NHA Art Project			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Meadowthorpe Neighborhood Association, to fund a Public Art Project, with funds from the percent for Art Fund, in celebration of the Meadowthorpe Neighborhood's 75th anniversary, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $21,250. [Mayor's Office, Lyons]

Notes: agreement in office 8.30 AA

Stamped and filed in the CCO 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Meadowthorpe public art project council memo, Meadowthorpe_Signed and Notarized_Grant Contract_08192024, RESO 0859-24 (Meadowthorpe Neighborhood Association) 4860-7354-8000 v.1.docx, R-472-2024, Contract #260-2024	**Enactment Number:**	R-472-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0859-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Meadowthorpe Neighborhood Association, to fund a Public Art Project, with funds from the percent for Art Fund, in celebration of the Meadowthorpe

Neighborhood's 75th anniversary, through the Public Art Commission's Collaborative Grant Program, in an amount not to exceed $21,250. [Mayor's Office, Lyons]

Summary

Authorization to provide funding support in the amount of $21,250 to a Public Art Project facilitated by the Meadowthorpe Neighborhood Association located at the Meadowthorpe Neighborhood Park Center, in celebration of the Meadowthorpe Neighborhood's 75th anniversary. Funds are Budgeted. (L0859-24) (Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Ashleigh Bailey, 8/26/24]}

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

Fully Budgeted [select]: Yes

Account Number: 2614-134201-1428-71299

This Fiscal Year Impact: $21,250.00

Annual Impact: $N/A

Project: PUBLIC_ART_2024

Activity: ARTS

Budget Reference: 2024

Current Balance: $374,456.00

TO: Mayor Linda Gorton
Urban County Council Members

FROM: Heather Lyons, Mayor's Office

CC: DATE: Tyler Scott, Chief of Staff

DATE: August 23, 2024

SUBJECT: PSA for Meadowthorpe Neighborhood Association

Authorization to: Provide funding support to a Public Art Project facilitated by the Meadowthorpe Neighborhood Association, in celebration of the Meadowthorpe Neighborhood's 75th anniversary.

Why are you requesting? To support the Meadowthorpe Neighborhood Association's Public Art Project, per their application to and approval from the Public Art Commission's Collaborative Grant Program. Funding from the Percent for Art Fund supplements funds from the Meadowthorpe Neighborhood Association and supports the artist payment, materials and supplies for a mural to be painted on the Meadowthorpe Park Center wall.

Department needs this action completed because: The Meadowthorpe Neighborhood Association conducted a community process and successfully applied to the Public Art Commission for funding support for a community mural.

What is the cost in this budget year and future budget years? The cost for FY25 is $21,250. There will be no additional costs in future budget years.

Are the funds budgeted? YES

Account number: 2614-134201-1428-71299

File Number: 0859-24

Director/Commissioner: Heather Lyons/Tyler Scott

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the 15th day of August, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and Meadowthorpe Neighborhood Association (hereinafter "Grantee"), [address, city, state].

W I T N E S S E T H:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, installation, maintenance, and public engagement components of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$21,250.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting through the Project Status Report ("Attachment B"), describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. The Grantee will also provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports from the Grantee, as well as approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of less than $25,000:

(a) Upon providing proof of completion of 25% of the work/installation of the public art, the first payment, 25% of the grant total equaling **$5,313.00**, will be paid to the Grantee.

(b) Upon providing proof of completion of 50% of the work/installation of the public art, the second payment, 60% of the grant total equaling **$12,750.00** will be paid to the Grantee.

(c) The Government shall release payment of the final 15% of the Grant equaling **$3187.00**, only after receipt and acceptance of the Project Final Report detailing completion and submittal of reporting documents, maintenance plan and recommendations, maintenance fund payment of **$1250.00**, and completion of all public components of the project. The Program Administrator shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.

(7) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(8) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(9) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(10) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.

(11) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within the timeline presented in Attachment A. The Grantee agrees to obtain written approval from the Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.

(12) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(13) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(14) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(18) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(19) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission.

(20) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(21) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(22) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

ATTEST:

_____

CLERK, URBAN COUNTY COUNCIL

Grantee: MEADOWTHORPE NEIGHBORHOOD ASSOCIATION

BY: Gabriel L Hensley

NAME: GABRIEL L. HENSLEY

TITLE: 2024 MEADOWTHORPE NA VICE PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by IN PERSON, as the duly authorized representative for and on behalf of MEADOWTHORPE NEIGHBORHOOD ASSC. on this the 19th day of AUGUST, 2024

My commission expires: _____

RICHARD V. FRITZ
Notary Public Kentucky
My commission Expires July 25, 2025
KYNP32208

NOTARY PUBLIC

4862-0126-8182, v. 1

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, IN CELEBRATION OF THE MEADOWTHORPE NEIGHBORHOOD'S 75TH ANNIVERSARY, THROUGH THE PUBLIC ART COMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED $21,250.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein, with the Meadowthorpe Neighborhood Association, to fund a public art project, with funds from the Percent for Art Fund, in celebration of the Meadowthorpe Neighborhood's 75th Anniversary, through the Public Art Commission's Collaborative Grant Program, , in an amount not to exceed $21,250.00.

Section 2 - That an amount, not to exceed the sum of $21,250.00, be and hereby is approved for payment to the Meadowthorpe Neighborhood Association from account 2614-134201-1428-71299.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0859-24:ANB:4860-7354-8000, v. 1

RESOLUTION NO. 472 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, TO FUND A PUBLIC ART PROJECT, WITH FUNDS FROM THE PERCENT FOR ART FUND, IN CELEBRATION OF THE MEADOWTHORPE NEIGHBORHOOD'S 75TH ANNIVERSARY, THROUGH THE PUBLIC ART COMISSION'S COLLABORATIVE GRANT PROGRAM, IN AN AMOUNT NOT TO EXCEED $21,250.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein, with the Meadowthorpe Neighborhood Association, to fund a public art project, with funds from the Percent for Art Fund, in celebration of the Meadowthorpe Neighborhood's 75th Anniversary, through the Public Art Commission's Collaborative Grant Program, , in an amount not to exceed $21,250.00.

Section 2 - That an amount, not to exceed the sum of $21,250.00, be and hereby is approved for payment to the Meadowthorpe Neighborhood Association from account 2614-134201-1428-71299.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0859-24:ANB:4860-7354-8000, v. 1

GRANT AWARD AGREEMENT

Percent for Art Fund Grant Collaborative Program

THIS AGREEMENT, made and entered into on the 15th day of August, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of the Public Art Commission, and Meadowthorpe Neighborhood Association (hereinafter "Grantee"), [address, city, state].

W I T N E S S E T H:

WHEREAS, the Government, through the Public Arts Commission, has funds available through the Percent for Art Resolution (535-2018) to financially support public art to be placed on the property owned by the Government, as designated by the Government; and

WHEREAS, the Grantee, has been selected to create public art or installation; and

WHEREAS, the Grantee may use the grant funds to pay for the planning, design, fabrication, installation, maintenance, and public engagement components of the approved public art project or installation; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Public Art Commission in accordance with Sections 2-455 of the Government's Code of Ordinances;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

(1) The Government hereby grants the Grantee the sum of **$21,250.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in the Proposal/Scope of Work ("Attachment A") which is incorporated herein by reference as if fully set out herein.

(2) The Grantee agrees to match the Grant with in-kind donations and/or funds equal to or greater than 20% of the total project cost.

(3) The Grantee agrees to use the Grant only for the project set forth in Attachment A.

(4) The Grantee agrees to perform periodic reporting through the Project Status Report ("Attachment B"), describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. The Grantee will also provide to the Government a Project Final Report, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) Upon the Program Administrator, Heather Lyons, receiving satisfactory Project Status Reports from the Grantee, as well as approval of the final site plans from the Grantee, the Grant to the Grantee shall be disbursed in the following manner for project grants to be awarded of less than $25,000:

(a) Upon providing proof of completion of 25% of the work/installation of the public art, the first payment, 25% of the grant total equaling **$5,313.00**, will be paid to the Grantee.
(b) Upon providing proof of completion of 50% of the work/installation of the public art, the second payment, 60% of the grant total equaling **$12,750.00** will be paid to the Grantee.
(c) The Government shall release payment of the final 15% of the Grant equaling **$3187.00**, only after receipt and acceptance of the Project Final Report detailing completion and submittal of reporting documents, maintenance plan and recommendations, maintenance fund payment of **$1250.00**, and completion of all public components of the project. The Program Administrator shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

(6) The Grantee and Government agree that any and all public art constructed or purchased with Grant monies shall be the property of the Government, unless otherwise noted in Attachment A.

(7) The Government agrees to allow the Grantee to install the public art or installation on the relevant property. The Government retains discretion and control regarding the use of the relevant property. The Government agrees to allow the Grantee access to the relevant property to perform all requirements placed upon the Grantee under this Agreement, including all required maintenance of the grant-funded art and reporting requirements. The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

(8) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

(9) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.

(10) The Grantee agrees to obtain written approval from the Program Administrator for any proposed changes to the public art or installation as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.

(11) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within the timeline presented in Attachment A. The Grantee agrees to obtain written approval from the Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.

(12) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.

(13) This Agreement may not be modified except by written agreement of the Government and the Grantee.

(14) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.

(15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.

(16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Public Arts Commission and the Percent for Art Fund as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.

(17) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.

(18) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.

(19) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Public Arts Commission.

(20) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee or thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.

(21) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

(22) Government's remedies for a breach of this Agreement by Grantee shall only be enforced against Grantee.

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

[SIGNATURE PAGE TO FOLLOW]

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton

LINDA GORTON, MAYOR

ATTEST: Mackenzie Poore

Deputy CLERK, URBAN COUNTY COUNCIL

Grantee: MEADOWTHORPE NEIGHBORHOOD ASSOCIATION

BY: Gabriel L Hensley

NAME: GABRIEL L. HENSLEY

TITLE: 2024 MEADOWTHORPE NA VICE PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by IN PERSON, as the duly authorized representative for and on behalf of MEADOWTHORPE NEIGHBORHOOD ASSC. on this the 19th day of AUGUST, 2024

My commission expires: RICHARD V. FRITZ Notary Public Kentucky My commission Expires July 25, 2025 KYNP32208

NOTARY PUBLIC Richard V. Fritz

4862-0126-8182, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0866-24

File ID:	0866-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	272-2024	**In Control:**	Urban County Council
				File Created:	08/27/2024
File Name:	Konica Minolta - NASPO participating addendum			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO VALUEPOINT, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Notes: Stamped and CILOO filed in the CCO. Conni has promised to return a copy with an original signature to us 10/8/2024. MS

Conni returned one to us 3/5/2025. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	BlueSheet Memo, LFUCG - Konica Minolta Multi-Function Devices Model PA _2024 (1), NASPO+187962_EQUIP_MASTER_Catalog_A-F_7.15.2024(1), 0866-24 - Konica cooperative agreement 4879-9852-4643 v.1.docx, R-473-2024, Contract #272-2024	**Enactment Number:**	R-473-2024
Deed #:		**Hearing Date:**	
Drafter:	Conni Hayes	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0866-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO VALUEPOINT, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract. [Div. of Procurement, Slatin]

Summary
Authorization to enter into a participating addendum with Konica Minolta Business Solutions through NASPO VALUE POINT for multi-function devices and related software, software and cloud solutions portfolio (master Agreement #187962) and authorizing the Director of Procurement or his designee, for the term of the Contract, to execute any necessary documents related to the price contract. (L0866-24) (Slatin/Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: Various Divisions

This Fiscal Year Impact:

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:

…Body
BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County

Government, be and hereby is authorized and directed to execute the Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO ValuePoint, which is attached hereto and incorporated herein, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract during its term; all subject to the appropriation of sufficient funds.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____

MAYOR

ATTEST:

_____

CLERK OF URBAN COUNTY COUNCIL

0866-24:EPT_4879-9852-4643, v. 1

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT
ADMIISTRATION

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

FROM: **TODD SLATIN, DIRECTOR**
DIVISION OF PROCUREMENT

DATE: **August 27, 2024**

SUBJECT: **PARTICIPATING ADDENDUM NASPO VALUE POINT AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS, INC. U.S.A**

Request:

Request Council authorization to accept the Participating Addendum NASPO Value Point agreement with Konica Minolta Business Solutions, Inc. U.S.A. to establish a price contract for multi-function devices and related software, software and cloud solutions and authorizing the Mayor to sign this agreement.

Why are you requesting?

The State of Kentucky has renegotiated a new contract with NASPO VALUE POINT AGREEMENT and a new Participating Addendum needs to be signed in order to purchase from this contract. The LFUCG's fleet of copiers and printers is Konica and this agreement meets all our needs including service, supplies and our accounting needs. In addition, changing the fleet would require a lot of time and money.

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

Lease payments are made by individual divisions and is incorporated within their budgets.

Are the funds budgeted? Yes

File Number: Director/Commissioner: Slatin/Hensley

NASPO ValuePoint

PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS

Led by the State of Colorado

Master Agreement #: **187962**

Contractor: **KONICA MINOLTA BUSINESS SOLUTIONS INC., U.S.A.**

Participating Entity: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group C1 – Standalone Production Devices
- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph 2 enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all entities under the authority of Lexington-Fayette Urban County Government. Issues of interpretation and

eligibility for participation are solely within the authority of the Lexington-Fayette Urban County Government Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Nitzia Payne, State Contract Specialist
Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

Name:	Lexington-Fayette Urban County Government
Address:	200 E. Main St., Lexington, KY 40507
Telephone:	859-258-3320
Fax:	n/a
Email:	tslatin@lexingtonky.gov; chayes@lexingtonky.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[X] No changes to the terms and conditions of the Master Agreement are required.

[_] The following changes are modifying or supplementing the Master Agreement terms and conditions.

*[Removable Instruction: Insert text here to address specific changes to the terms and conditions. Indicate which section numbers of the Master Agreement are modified. If no changes are required, check the "No changes" box above and replace this paragraph with **"Reserved"**.]*

5. Lease and Rental Agreements: *[If applicable, insert a statement about whether equipment lease and/or rental agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for*

*the use of the lease and/or rental agreement language in the Master Agreement. If not applicable, replace this paragraph with **"Reserved"**.]*

(a) Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, Section III Purchase, Lease and Rental Programs A-F, unless otherwise agreed to by the parties thereto, and shall be in the form of the KMBS Master Lease Agreement (Attachment 1) and KMBS Master Premier Advantage Lease Schedule with Maintenance (Attachment 2), or KMBS Master Premier Lease Schedule without Maintenance (Attachment 3).

(b) In lieu of signing a KMBS Master Lease Agreement and KMBS Master Premier Advantage Lease Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order ("PO") that states "This Purchase Order is subject to and incorporates by reference (i) that certain KMBS Master Lease Agreement as Attachment 1 to NASPO ValuePoint Master Agreement No. **187962**. This purchase order shall constitute a KMBS Master Premier Advantage Lease Schedule under the terms of the KMBS Master Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

(c) Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the KMBS Master Lease Agreement, and this Section constitutes the entire agreement between the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and the NASPO ValuePoint Master Agreement, the NASPO Master Agreement shall govern and control. In the event of a conflict between the NASPO ValuePoint Master Agreement and the Participating Addendum, the terms of the Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties unless such modification is in writing and signed by the parties.

(d) INDEMNITY: Except to the extent as may be prohibited or limited by applicable law, we are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. This indemnity survives the expiration or termination of this Agreement.

(e) **Software Only** - Obligor hereby assumes liability for, and shall pay when due, and on a net after-tax basis shall indemnify and defend Payee, and, as applicable, any Assignee, against, all import, warehouse and other fees, sales, use, property, value added, withholding and other taxes and governmental charges (including, without limitation, customs and other duties and interest and penalties) of any nature imposed upon or in any way relating to Payee, Assignee, Obligor, any Licensed Software, any Services, and/or the Software Agreement (including without limitation the purchase, licensing, ownership, shipment, transportation, delivery, installation, leasing, possession, use,

operation, storage and return of such Licensed Software and the purchase and use of the Services) or any Schedule, except state, local or Federal taxes on or measured by Payee's and any Assignee, as applicable, net income (collectively, "Taxes").

(f) **Softwate Only** - RIGHTS AND REMEDIES. If an Event of Default has occurred and is continuing, then Payee may (at its option and with notice to Obligor or any other person (except as otherwise provided in Section 4): (a) require the outstanding balance of the applicable Schedule Installment Paymentamounts immediately due and payable (including, without limitation accrued but unpaid interest) of any or all Schedules, plus the present value discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Payment term, all as reasonably determined by US, or (b) 3% per annum, of the remaining unpaid balance of the Installment Payments and other Payments to become due to become immediately due and payable by Obligor; and (b) cause Licensor to terminate all of Obligor's rights to use any or all of the Licensed Software or any or all Services; and (c) pursue any rights or remedies available at law or in equity. In the event Payee, or any Assignee, as applicable, shall institute any action for the enforcement of the collection of all or any portion of the Installment Payments or any other indebtedness under any Schedule or to protect, preserve or enforce its rights, there shall be immediately due from Obligor, in addition to the amounts due above, all costs and expenses of such action, including, without limitation, attorneys' fees and expenses. No failure or delay on the part of Payee, or any Assignee, as applicable, to exercise any right or remedy hereunder shall operate as a waiver thereof of such right or of any other right under this MIPA or any Schedule or under any other document or instrument executed or delivered in connection with this MIPA or any Schedule. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default. Notwithstanding any other provisions of this MIPA or any Schedule or any document or instrument executed or delivered in connection with this MIPA or any Schedule, interest, fees and the like shall not exceed the maximum rate permitted by applicable law.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master

Agreement # 187962 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

6. Authorized Dealers: All Contractors and resellers authorized by NASPO, are listed in Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.

7. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement..

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # **187962** & Participating Entity Contract # **XXXX**" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

   Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

   Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

   The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:
   i) Interactive White boards;
   ii) Computers, monitors, or other related items;
   iii) Fax machines;
   iv) Overhead Projectors; and
   v) Cameras.

   NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and

b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and

c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Agreement as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Lexington-Fayette Urban County Government	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature:	Signature:
Name: Linda Gorton	Name: Kristen McKenna
Title: Mayor	Title: Director, Government Contracts
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

RESOLUTION NO. _____- 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTICIPATING ADDENDUM/COOPERATIVE PURCHASING MASTER AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS, INC. USA THROUGH NASPO VALUEPOINT, ESTABLISHING A PRICE CONTRACT FOR THE PURCHASE OF MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS, AND FURTHER AUTHORIZING THE DIRECTOR OF PROCUREMENT OR HIS DESIGNEE TO EXECUTE ANY OTHER NECESSARY DOCUMENTS RELATED TO THE PRICE CONTRACT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO ValuePoint, which is attached hereto and incorporated herein, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract during its term; all subject to the appropriation of sufficient funds.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0866-24:EPT_4879-9852-4643, v. 1

RESOLUTION NO. 473 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTICIPATING ADDENDUM/COOPERATIVE PURCHASING MASTER AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS, INC. USA THROUGH NASPO VALUEPOINT, ESTABLISHING A PRICE CONTRACT FOR THE PURCHASE OF MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS, AND FURTHER AUTHORIZING THE DIRECTOR OF PROCUREMENT OR HIS DESIGNEE TO EXECUTE ANY OTHER NECESSARY DOCUMENTS RELATED TO THE PRICE CONTRACT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Participating Addendum/Cooperative Purchasing Master Agreement with Konica Minolta Business Solutions, Inc. USA through NASPO ValuePoint, which is attached hereto and incorporated herein, establishing a price contract for the purchase of multi-function devices and related software, services and cloud solutions, and further authorizing the Director of Procurement or his designee to execute any other necessary documents related to the price contract during its term; all subject to the appropriation of sufficient funds.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:
CLERK OF URBAN COUNTY COUNCIL

0866-24:EPT_4879-9852-4643, v. 1

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

Master Agreement #: 187962

Contractor: KONICA MINOLTA **BUSINESS SOLUTIONS INC., U.S.A.**

Participating Entity: **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

The following Products and Services are included in this contract portfolio:

- Group A – MFD, A3
- Group B – MFD, A4
- Group C – Production Equipment
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group F – Scanners
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
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- Sub-Group C2 – Industrial Print Equipment
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *Multi-Function Devices and Related Software, Software and Cloud Solutions portfolio* led by the State of Colorado, for use by state agencies and other government entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all entities under the authority of Lexington-Fayette Urban County Government. Issues of interpretation and eligibility for participation are solely within the authority of the Lexington-Fayette Urban County Government Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

Contractor

Name:	Nitzia Payne, State Contract Specialist
Address:	1595 Spring Hill Road, Suite 410, Vienna, VA 22182
Telephone:	703-637-1540
Email:	npayne@kmbs.konicaminolta.us

Participating Entity

Name:	Lexington-Fayette Urban County Government
Address:	200 E. Main St., Lexington, KY 40507
Telephone:	859-258-3320
Fax:	n/a
Email:	tslatin@lexingtonky.gov; chayes@lexingtonky.gov

4. Participating Entity Modifications or Additions to The Master Agreement: Modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must **check one of the boxes below.**

[X] No changes to the terms and conditions of the Master Agreement are required.

[ ] The following changes are modifying or supplementing the Master Agreement terms and conditions.

["Reserved"]

5. Lease and Rental Agreements:

(a) Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Agreement, Section III Purchase, Lease and Rental Programs A-F, unless otherwise agreed to by the parties thereto, and shall be in the form of the KMBS Master Lease Agreement (Attachment 1) and KMBS Master Premier Advantage Lease Schedule with Maintenance (Attachment 2), or KMBS Master Premier Lease Schedule without Maintenance (Attachment 3).

(b) In lieu of signing a KMBS Master Lease Agreement and KMBS Master Premier Advantage Lease Schedule, the Purchasing Entity may initiate a Lease by issuing a purchase order ("PO") that states "This Purchase Order is subject to and incorporates by reference (i) that certain KMBS Master Lease Agreement as Attachment 1 to NASPO

ValuePoint Master Agreement No. 187962. This purchase order shall constitute a KMBS Master Premier Advantage Lease Schedule under the terms of the KMBS Master Lease Agreement. Standard, preprinted purchase order terms and conditions set forth in, incorporated into or referenced in this purchase order shall have no effect.

(c) Each Lease, whether in the form of a Schedule or PO, constitutes a separate and independent agreement between the parties thereto and ranks in priority with this Participating Addendum. Each Schedule or PO, as applicable, together with the KMBS Master Lease Agreement, and this Section constitutes the entire agreement between the parties thereto with respect to the lease of the equipment; provided, however, that in the event of any conflict between a Lease and the NASPO ValuePoint Master Agreement, the NASPO Master Agreement shall govern and control. In the event of a conflict between the NASPO ValuePoint Master Agreement and the Participating Addendum, the terms of the Participating Addendum will control. No modification or amendment to any Lease shall be binding upon the parties unless such modification is in writing and signed by the parties.

(d) INDEMNITY: Except to the extent as may be prohibited or limited by applicable law, we are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. This indemnity survives the expiration or termination of this Agreement.

(e) Software Only - Obligor hereby assumes liability for, and shall pay when due, and on a net after-tax basis shall indemnify and defend Payee, and, as applicable, any Assignee, against, all import, warehouse and other fees, sales, use, property, value added, withholding and other taxes and governmental charges (including, without limitation, customs and other duties and interest and penalties) of any nature imposed upon or in any way relating to Payee, Assignee, Obligor, any Licensed Software, any Services, and/or the Software Agreement (including without limitation the purchase, licensing, ownership, shipment, transportation, delivery, installation, leasing, possession, use, operation, storage and return of such Licensed Software and the purchase and use of the Services) or any Schedule, except state, local or Federal taxes on or measured by Payee's and any Assignee, as applicable, net income (collectively, "Taxes").

(f) Software Only - RIGHTS AND REMEDIES. If an Event of Default has occurred and is continuing, then Payee may (at its option and with notice to Obligor or any other person (except as otherwise provided in Section 4): (a) require the outstanding balance of the applicable Schedule Installment Paymentamounts immediately due and payable (including, without limitation accrued but unpaid interest) of any or all Schedules, plus the present value discounted to the date of the default at the lesser of (a) per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Payment term, all as reasonably determined by US, or (b) 3% per annum, of the remaining unpaid balance of the Installment Payments and other Payments to

become due to become immediately due and payable by Obligor; and (b) cause Licensor to terminate all of Obligor's rights to use any or all of the Licensed Software or any or all Services; and (c) pursue any rights or remedies available at law or in equity. In the event Payee, or any Assignee, as applicable, shall institute any action for the enforcement of the collection of all or any portion of the Installment Payments or any other indebtedness under any Schedule or to protect, preserve or enforce its rights, there shall be immediately due from Obligor, in addition to the amounts due above, all costs and expenses of such action, including, without limitation, attorneys' fees and expenses. No failure or delay on the part of Payee, or any Assignee, as applicable, to exercise any right or remedy hereunder shall operate as a waiver thereof of such right or of any other right under this MIPA or any Schedule or under any other document or instrument executed or delivered in connection with this MIPA or any Schedule. All remedies are cumulative and not exclusive. Except as expressly provided herein, Obligor hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and diligence in collecting and bringing of lawsuit and/or other enforcement action. To the extent permitted by law, Obligor agrees that neither Payee nor any Assignee nor Licensor shall be required to license, lease, transfer or use any Licensed Software in mitigation of any damages resulting from Obligor's default. Notwithstanding any other provisions of this MIPA or any Schedule or any document or instrument executed or delivered in connection with this MIPA or any Schedule, interest, fees and the like shall not exceed the maximum rate permitted by applicable law.

Assignment: Contractor may assign, solely for financing purposes, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Agreement # 187962 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;

ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

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7. Orders: Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement..

All orders should contain the following (1) "PO subject to NASPO ValuePoint Contract # 187962 & Participating Entity Lexington-Fayette Urban County Government" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

8. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.

The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

9. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Agreement, and may be purchased as a stand-alone option. NSP items will not include:
   i) Interactive White boards;
   ii) Computers, monitors, or other related items;
   iii) Fax machines;
   iv) Overhead Projectors; and
   v) Cameras.

   NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Agreement. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

10. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:

    a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and

    b. The Device must be discounted by at least 5% off the Master Agreement pricing for that same Device; and

    c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

11. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental

rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

12. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Agreement, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Konica Sample MPS Statement of Work" provided in Master Agreement as Attachment 15, or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

NASPO ValuePoint
PARTICIPATING ADDENDUM

MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES AND CLOUD SOLUTIONS
Led by the State of Colorado

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Lexington-Fayette Urban County Government	Contractor: Konica Minolta Business Solutions U.S.A. Inc.
Signature: Linda Gorton	Signature: Kristen McKenna
Name: Linda Gorton	Name: Kristen McKenna
Title: Mayor	Title: Director, Government Contracts
Date: 10/8/24	Date: 10/3/24

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel Atkinson
Telephone:	(850) 848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0867-24

File ID:	0867-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	255-2024	**In Control:**	Urban County Council
				File Created:	08/27/2024
File Name:	Request Council authorization to execute an Amended and Restated Supplemental Grant Assistance Agreement (GAA) accepting an additional award of $1,186,810 in federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) fo			**Final Action:**	09/26/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting an additional Grant of $1,186,810 (for a total of $13,054,095) in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the design and construction of Ultraviolet Disinfection Systems at each Wastewater Treatment Plants as part of the Consent Decree Remedial Measures Plan Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 9/27/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	25-Blue Sheet Memo GAA UV Project, KIA_GrantAssistanceAgreement_21CWS027, BA 13236 add'l funds, RESO 0867-24 (KIA Grant) 4891-1363-4016 v.1.docx, R-474-2024, Contract #255-2024, Contract #255-2024 Amended and Restated	**Enactment Number:**	R-474-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass

2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024	
2	Urban County Council	09/26/2024	Approved			Pass

Text of Legislative File 0867-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting an additional Grant of $1,186,810 (for a total of $13,054,095) in Federal funds from the Ky. Cleaner Water Round 2 Grant (ARPA) for the design and construction of Ultraviolet Disinfection Systems at each Wastewater Treatment Plants as part of the Consent Decree Remedial Measures Plan Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's Annual Budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute an Amended and Restated Supplemental Grant Assistance Agreement (GAA) accepting an additional award of $1,186,810 in federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for a total award in the amount of $13,054,905 for the Ultraviolet Disinfection Systems at both treatment plants, a Consent Decree project. (L0867-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 8/28/2024

Risk Management: N/A

Fully Budgeted: BA 13236 is in process.

Account Number: 3230-303401 3401 92711

This Fiscal Year Impact: $1,186,810

Annual Impact: $0

Project: UV_GRANT_2022

Activity: CONSTRUCT

Budget Reference: 2022

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 26, 2024**

SUBJECT: **Acceptance of Award from Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for Ultraviolet Disinfection Systems at Both Treatment Plants**

Request: Council authorization to execute an Amended and Restated Supplemental Grant Assistance Agreement (GAA) accepting an additional award of $1,186,810 in federal funding from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) for a total award in the amount of $13,054,905 for the Consent Decree project.

Purpose of Request: On April 28, 2022 (Resolution 191-2022), Council accepted an award from the Kentucky Cleaner Water Grant 21CWS027 in the amount of $11,868,095 for the design and construction of ultraviolet disinfection systems at each wastewater treatment plant. Construction cost estimates developed during the design phase determined that the original grant award was less than the estimated total project cost. A $1,186,810 (10%) supplemental grant award was requested to help fund the project.

This project is part of the Consent Decree Remedial Measures Plan (RMP) project schedule approved by the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled for completion by December 31, 2026.

What is the cost in this budget year and future budget years? $1,186,810 has been awarded for FY25. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Yes in 3230 303401 3401 92711 UV_GRANT_2022 CONSTRUCT and budget amendment 13236 is in process.

File Number: 0867-24

Director/Commissioner: Martin/Albright

AMENDED AND RESTATED SUPPLEMENTAL GRANT ASSISTANCE AGREEMENT

This AMENDED AND RESTATED SUPPLEMENTAL Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), and House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved another $250,000,000 allocation in Federal Funds for Fiscal Year 2022 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the CWP, a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee is acquiring and constructing a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly;

WHEREAS, the Grantee and the Authority previously entered into that certain Grant Assistance Agreement dated December 09, 2022 (the "Original Agreement"); and now wish to amend and restate the Original Agreement in its entirety by their adoption of this Agreement for the purpose of increasing the amount of the Grant (as defined below); and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth and revises their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant, as increased hereunder, from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Amended and Restated Supplemental Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an Area Water Management Plan, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 and 2022 Regular Sessions, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant

Number 21CWS027 in the principal amount of $13,054,905 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter and Supplemental Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and

maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part

22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of signing of the Original Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such

proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit,

nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. This Agreement amends, supplements, and replaces the Original Agreement in its entirety effective as of the date of execution by the Executive Director of the Authority on the signature page hereof. The Original Agreement shall continue to govern the relationship of the parties hereto with respect to the Grant and other matters set out herein and in the Original Agreement for the period beginning from the effective date of the Original Agreement to, but excluding, the effective date of this Agreement.

J. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.

b. The Grantee 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.
c. The Grantee 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.
d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Authorized Official

Print Name: _____

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CWP SUPPLEMENTAL GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibit 1S must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Supplemental Conditional Commitment Letter. The Supplemental Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1S Notification to the Authority of completed Review / Update of Project Profile (as increased)

Note B: Upon receipt of the signed Supplemental Conditional Commitment Letter and the Authority's verification of Exhibit 1S, the Authority will forward to the Grantee the Amended and Restated Supplemental Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4S and 5S, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4S A) Grantee Supplemental Resolution (Accepting Increased Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5S Opinion of Legal Counsel Relating to the Grantee Supplemental Resolution

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E **Date:** 08/19/2024 **Status:** Pending Approval **Amend Nbr:** 13236

Business Unit: LFUCG **Journal Date:** 08/19/2024 **Budget Period:** 2025 **Bid:** **Admin Review:**

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	303401	3401	92711	Construction-Treatment Plant	1,186,810.00	CHMARTIN	055143	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	303401	3401	44010	Intergovernmental - Federal	1,186,810.00	CHMARTIN	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional funds KY Cleaner Water Program under American Rescue Plan Act of 2021 (ARPA) award on UV_GRANT_2022.

Net Amend Amt: 0.00

Submit for Approval

Save Add

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING AN ADDITIONAL GRANT OF $1,186,810.00 (FOR A TOTAL OF $13,054,095) IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE DESIGN AND CONSTRUCTION OF ULTRAVIOLET DISINFECTION SYSTEMS AT EACH WASTEWATER TREATMENT PLANTS AS PART OF THE CONSENT DECREE REMEDIAL MEASURES PLAN PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3 - That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of

funds subject to the Agreement up to and including the date of Project closeout, and that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, after providing a revised budget to KIA, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0867-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on

_____ , 202_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____, 202_.

_____
Secretary/Clerk

4891-1363-4016, v. 1

RESOLUTION NO. 474 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING AN ADDITIONAL GRANT OF $1,186,810.00 (FOR A TOTAL OF $13,054,095) IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE DESIGN AND CONSTRUCTION OF ULTRAVIOLET DISINFECTION SYSTEMS AT EACH WASTEWATER TREATMENT PLANTS AS PART OF THE CONSENT DECREE REMEDIAL MEASURES PLAN PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3 - That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of

funds subject to the Agreement up to and including the date of Project closeout, and that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, after providing a revised budget to KIA, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on Sept. 26 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton
Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0867-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 26, , 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on Sept.26, , 2024.

Secretary/Clerk

4891-1363-4016, v. 1

AMENDED AND RESTATED SUPPLEMENTAL GRANT ASSISTANCE AGREEMENT

This AMENDED AND RESTATED SUPPLEMENTAL Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), and House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved another $250,000,000 allocation in Federal Funds for Fiscal Year 2022 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the CWP, a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee is acquiring and constructing a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly;

WHEREAS, the Grantee and the Authority previously entered into that certain Grant Assistance Agreement dated December 09, 2022 (the "Original Agreement"); and now wish to amend and restate the Original Agreement in its entirety by their adoption of this Agreement for the purpose of increasing the amount of the Grant (as defined below); and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth and revises their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant, as increased hereunder, from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Amended and Restated Supplemental Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an Area Water Management Plan, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 and 2022 Regular Sessions, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant

Number 21CWS027 in the principal amount of $13,054,905 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter and Supplemental Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and

maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part

22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of signing of the Original Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such

proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit,

nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. This Agreement amends, supplements, and replaces the Original Agreement in its entirety effective as of the date of execution by the Executive Director of the Authority on the signature page hereof. The Original Agreement shall continue to govern the relationship of the parties hereto with respect to the Grant and other matters set out herein and in the Original Agreement for the period beginning from the effective date of the Original Agreement to, but excluding, the effective date of this Agreement.

J. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.

b. The Grantee 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.
c. The Grantee 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.
d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CWP SUPPLEMENTAL GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibit 1S must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Supplemental Conditional Commitment Letter. The Supplemental Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1S Notification to the Authority of completed Review / Update of Project Profile (as increased)

Note B: Upon receipt of the signed Supplemental Conditional Commitment Letter and the Authority's verification of Exhibit 1S, the Authority will forward to the Grantee the Amended and Restated Supplemental Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4S and 5S, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4S A) Grantee Supplemental Resolution (Accepting Increased Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5S Opinion of Legal Counsel Relating to the Grantee Supplemental Resolution

AMENDED AND RESTATED SUPPLEMENTAL GRANT ASSISTANCE AGREEMENT

This AMENDED AND RESTATED SUPPLEMENTAL Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), and House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved another $250,000,000 allocation in Federal Funds for Fiscal Year 2022 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the CWP, a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee is acquiring and constructing a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly;

WHEREAS, the Grantee and the Authority previously entered into that certain Grant Assistance Agreement dated December 09, 2022 (the "Original Agreement"); and now wish to amend and restate the Original Agreement in its entirety by their adoption of this Agreement for the purpose of increasing the amount of the Grant (as defined below); and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth and revises their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant, as increased hereunder, from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Amended and Restated Supplemental Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an Area Water Management Plan, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 and 2022 Regular Sessions, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant

Number 21CWS027 in the principal amount of $13,054,905 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter and Supplemental Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and

maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part

22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of signing of the Original Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such

proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit,

nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. This Agreement amends, supplements, and replaces the Original Agreement in its entirety effective as of the date of execution by the Executive Director of the Authority on the signature page hereof. The Original Agreement shall continue to govern the relationship of the parties hereto with respect to the Grant and other matters set out herein and in the Original Agreement for the period beginning from the effective date of the Original Agreement to, but excluding, the effective date of this Agreement.

J. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.

b. The Grantee 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.
c. The Grantee 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.
d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

CWP SUPPLEMENTAL GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibit 1S must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Supplemental Conditional Commitment Letter. The Supplemental Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1S Notification to the Authority of completed Review / Update of Project Profile (as increased)

Note B: Upon receipt of the signed Supplemental Conditional Commitment Letter and the Authority's verification of Exhibit 1S, the Authority will forward to the Grantee the Amended and Restated Supplemental Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4S and 5S, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4S A) Grantee Supplemental Resolution (Accepting Increased Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5S Opinion of Legal Counsel Relating to the Grantee Supplemental Resolution

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0870-24

File ID:	0870-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	120-2022	**In Control:**	Urban County Council
				File Created:	08/28/2024
File Name:	Raven Run Landfill Bioswale Change Order No. 2			**Final Action:**	09/26/2024

Title: A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 2 to the Agreements with Tetra Tech, Inc., for the Former Jacks Creek Pike Landfill Improvement Project, for the Div. of Water Quality, decreasing the Contract price by the collective sum of $36,900, from $156,350 to $119,450. [Div. of Environmental Services, Carey]

Notes: Stamped and filed in the CCO. Returned to Sandra Burke via scans 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	bluesheet memo Tt Raven Run Landfill Bioswale Change Order 2, 2024 Change Order #2 for Oversight signed 4 of 5, RESO 0870-24 (CO #2 Jacks Creek Pike Landfill Improvement Project) 4865-8638-2046 v.1.docx, R-475-2024, Contract #120-2022	**Enactment Number:**	R-475-2024
Deed #:		**Hearing Date:**	
Drafter:	Sandra Burke	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0870-24

Title

A Resolution authorizing the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute Change Order No. 2 to the Agreements with Tetra Tech, Inc., for the Former Jacks Creek Pike Landfill Improvement Project, for the Div. of Water Quality, decreasing the Contract price by the collective sum of $36,900, from $156,350 to $119,450.

[Div. of Environmental Services, Carey]

Summary

Authorization to approve Change Order No. 2 (final) with Tetra Tech, Inc., for the Former Jacks Creek Pike Landfill Improvement Project, reducing the amount Budgeted by $36,900.00 due to savings from onsite oversight, making a total amended Contract amount of $119,450.00. (L0870-24) (Carey/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Chris Eller, August 28, 2024

Risk Management: No

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: decrease $36,900

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

JENNIFER M. CAREY, P.E.
DIRECTOR
ENVIRONMENTAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jennifer M. Carey
Jennifer M. Carey, P.E., Director
Division of Environmental Services

DATE: August 27, 2024

SUBJECT: Change Order #2 (final) for Tetra Tech, Inc.,
Former Jacks Creek Pike Landfill Improvement Project at Raven Run Nature Sanctuary
Contract No. 120-2022

Request
The purpose of this memorandum is to request approval of Change Order #2 (final) with Tetra Tech, Inc. for the Former Jacks Creek Pike Landfil l Improvement Project. If approved, the final amended contract amount will be $119,450.00.

Why are you requesting?
Tetra Tech's services included construction management and onsite oversight during construction of the landfill improvement project. The original budget included an estimate of 65 days of onsite oversight at $900/day (to be billed based on the number of actual days onsite). The construction project is now complete and there were only 24 days of onsite oversight. This change order is to reduce the final project budget to match the final invoiced amount.

What is the cost in this budget year and future budget years?
There are no costs for this budget year or future FYs. There will be a budget credit of $36,900.00.

Are the funds budgeted?
N/A

File Number: 0870-24

Director / Commissioner: Carey / Albright

pc: John Howard, Acting Director, Division of Waste Management

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	August 8, 2024	
	Project:	Raven Run Landfill Construction Management	
	Location:	Raven Run Nature Sanctuary	
To (Contractor): Tetra Tech, Inc. 424 Lewis Hargett Circle, Suite 110 Lexington, Kentucky 40503	Contract No.	120-2022	
	Original Contract Amt.	$37,000.00	
	Cumulative Amount of Previous Change Orders	$119,350.00	
	Percent Change - Previous Change Orders		322.57%
	Total Contract Amount Prior to this Change Order	$156,350.00	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Second bidding of Contractor RFP	$0.00		
2	Pre-Construction Meeting	$0.00		
3	Review Shop Drawings	$0.00		
4	Respond to RFIs	$0.00		
5	Prepare Change Orders	$0.00		
6	Conduct Monthly Progress Meetings	$0.00		
7	ESC Compliance Inspections	$0.00		
8	Review Pay Applications	$0.00		
9	Develop Punch List	$0.00		
10	Final Inspection	$0.00		
11	Record Drawings, Closeout Report, and O&M Plan	$0.00		
12	Daily On Site Construction Monitoring ($900 per day)	$36,900.00		
	Total decrease	$36,900.00		
	Total increase		$0.00	
	Net Amount of this Change Order	($36,900.00)		
	New Contract Amount Including this Change Order	$119,450.00		
	Percent Change - This Change Order			-23.60%
	Percent Change - All Change Orders			222.84%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by: Sarah Donaldson	(Project Manager)	Date: 8-7-2024
Reviewed / Accepted by:	(Consultant)	Date: 8-23-2024
Accepted by:	(Contractor)	Date:
Approved by: Jennifer M Carey	(Director)	Date: 8/26/24
Approved by: Nancy Albright	(Commissioner)	Date: 8/27/24
Approved by:	(Mayor or CAO)	Date:

JUSTIFICATION FOR CHANGE	PROJECT: Raven Run Landfill Construction Management
	CONTRACT NO. 120-2022
	CHANGE ORDER #:2

1. Tetra Tech was awarded the construction management and onsite oversight of a landfill improvement project. The estimate and original budget included 65 days of oversight at $900/day (to be billed based on the number of actual days onsite). The construction project is now complete and there were only 24 days of oversight. This change order is to reduce the project budget to match the invoiced amount for oversight.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

_____ _____

Mayor Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR THE FORMER JACKS CREEK PIKE LANDFILL IMPROVEMENT PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT PRICE BY THE COLLECTIVE SUM OF $36,900.00, FROM $156,350.00 TO $119,450.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for the former Jacks Creek Pike Landfill Improvement Project, for the Division of Water Quality, decreasing the contract price by the collective sum of $36,900.00, from $156,350.00 to $119,450.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0870-24:CWE:4865-8638-2046, v. 1

RESOLUTION NO. 475 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENTS WITH TETRA TECH, INC., FOR THE FORMER JACKS CREEK PIKE LANDFILL IMPROVEMENT PROJECT, FOR THE DIVISION OF WATER QUALITY, DECREASING THE CONTRACT PRICE BY THE COLLECTIVE SUM OF $36,900.00, FROM $156,350.00 TO $119,450.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreements with Tetra Tech, Inc., for the former Jacks Creek Pike Landfill Improvement Project, for the Division of Water Quality, decreasing the contract price by the collective sum of $36,900.00, from $156,350.00 to $119,450.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0870-24:CWE:4865-8638-2046, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	August 8, 2024	
Project:	Raven Run Landfill Construction Management	
Location:	Raven Run Nature Sanctuary	

To (Contractor):
Tetra Tech, Inc.
424 Lewis Hargett Circle, Suite 110
Lexington, Kentucky 40503

Contract No.	120-2022	
Original Contract Amt.	$37,000.00	
Cumulative Amount of Previous Change Orders	$119,350.00	
Percent Change - Previous Change Orders		322.67%
Total Contract Amount Prior to this Change Order	$156,350.00	
Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Second bidding of Contractor RFP	$0.00		
2	Pre-Construction Meeting	$0.00		
3	Review Shop Drawings	$0.00		
4	Respond to RFIs	$0.00		
5	Prepare Change Orders	$0.00		
6	Conduct Monthly Progress Meetings	$0.00		
7	ESC Compliance Inspections	$0.00		
8	Review Pay Applications	$0.00		
9	Develop Punch List	$0.00		
10	Final Inspection	$0.00		
11	Record Drawings, Closeout Report, and O&M Plan	$0.00		
12	Daily On Site Construction Monitoring ($900 per day)	$36,900.00		
	Total decrease	$36,900.00		
	Total increase		$0.00	
	Net Amount of this Change Order	($36,900.00)		
	New Contract Amount Including this Change Order	$119,450.00		
	Percent Change - This Change Order			-23.60%
	Percent Change - All Change Orders			222.84%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by: Sarah Donaldson	(Project Manager)	Date: 8-7-2024
Reviewed / Accepted by:	(Consultant)	Date: 8-23-2024
Accepted by:	(Contractor)	Date:
Approved by: Jennifer M. Carey	(Director)	Date: 8/26/24
Approved by: Nancy Albright	(Commissioner)	Date: 8/27/24
Approved by: Linda Gorton	(Mayor or CAO)	Date: 9/30/24

JUSTIFICATION FOR CHANGE	PROJECT: Raven Run Landfill Construction Management
	CONTRACT NO. 120-2022
	CHANGE ORDER #:2

1. Tetra Tech was awarded the construction management and onsite oversight of a landfill improvement project. The estimate and original budget included 65 days of oversight at $900/day (to be billed based on the number of actual days onsite). The construction project is now complete and there were only 24 days of oversight. This change order is to reduce the project budget to match the invoiced amount for oversight.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

Linda Gorton

Mayor

Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0877-24

File ID:	0877-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/29/2024
File Name:	25-0013- Transfer Position - Revenue			**Final Action:**	09/26/2024

Title: An Ordinance amending the Unclassified Civil Service authorized strength by transferring one (1) unclassified position of Administrative Specialist, Grade 516N, to the Div. of Revenue, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	25-0013, From To 25-0013, ORD 0877-24 Transfer Administrative Specialist 4887-5594-0576 v.2.docx, O-101-2024	**Enactment Number:**	O-101-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		Pass
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0877-24

Title

An Ordinance amending the Unclassified Civil Service authorized strength by transferring one (1) unclassified position of Administrative Specialist, Grade 516N, to the Div. of Revenue, and transferring the incumbent, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to transfer one (1) unclassified position of Administrative Specialist (Grade 516N) and the incumbent along with the funds associated with the position from the Office

of the Mayor to the Division of Revenue, effective upon passage of Council. There is no fiscal impact associated with this action. (L0877-24) (George/Hamilton)

Budgetary Implications: No

Advance Document Review:

Law: {Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: August 27, 2024

RE: **Transfer position – Revenue**

Request:
The attached action is requesting authorization to transfer one (1) unclassified position of Administrative Specialist (Grade 516N) and the incumbent along with the funds associated with the position from the Office of the Mayor to the Division of Revenue, effective upon passage of Council.

Why are you requesting?
The transfer of this position is to assist the daily operational duties within the Division of Revenue.

What is the cost in this budget year and future budget year?
There is no fiscal impact associated with this action.

File Number: 0877-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 8/26/24

Unclassified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Office of the Mayor (010)									**Department of Environmental Quality and Public Works (370)**							
030.050	3	105	516N	Administrative Specialist	-----	-----	-----		030.050	2	105	516N	Administrative Specialist	-----	-----	-----
Division of Revenue (260)									**Division of Revenue (260)**							
-----	-----	-----	-----	-----	-----	-----	-----		260.050	1	105	516N	Administrative Specialist	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST, GRADE 516N, TO THE DIVISION OF REVENUE, AND TRANSFERRING THE INCUMBENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

030.050 2 105 516N Administrative Specialist

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

260.050 1 105 516N Administrative Specialist

Section 3 – That the incumbent to the position of Administrative Specialist, Bradley Kruse-Diehr, be and hereby is transferred from the Office of the Mayor to the Division of Revenue, at his respective current pay grade and rate of pay.

Section 4 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0877-24:GET:4887-5594-0576, v. 2

ORDINANCE NO. 101 - 2024

AN ORDINANCE AMENDING THE UNCLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY TRANSFERRING ONE (1) UNCLASSIFIED POSITION OF ADMINISTRATIVE SPECIALIST, GRADE 516N, TO THE DIVISION OF REVENUE, AND TRANSFERRING THE INCUMBENT, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

030.050	2	105	516N	Administrative Specialist

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is created to read as follows:

260.050	1	105	516N	Administrative Specialist

Section 3 – That the incumbent to the position of Administrative Specialist, Bradley Kruse-Diehr, be and hereby is transferred from the Office of the Mayor to the Division of Revenue, at his respective current pay grade and rate of pay.

Section 4 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: October 4,2024-1t

0877-24:GET:4887-5594-0576, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0878-24

File ID:	0878-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/29/2024
File Name:	25-0001b FY 25 Authorized Strength			**Final Action:**	09/26/2024

Title: An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Odor Control Manager, Grade 523E, in the Div. of Water Quality, creating one (1) classified position of Traffic Engineer, Grade 525E, in the Div. of Traffic Engineering, creating one (1) classified position of E911 Manager, Grade 527E, in the Div. of Enhanced 911, effective July 1, 2024. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Bluesheet Memo 25-0001b, From To 25-0001b, ORD 0878-24 Abolish Create Water Quality, Traffic Engineering, Enhanced 911 4873-9285-6544 v.1.docx, O-102-2024	**Enactment Number:**	O-102-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0878-24

Title

An Ordinance amending the Classified Civil Service authorized strength by creating one (1) classified position of Odor Control Manager, Grade 523E, in the Div. of Water Quality, creating one (1) classified position of Traffic Engineer, Grade 525E, in the Div. of Traffic Engineering, creating one (1) classified position of E911 Manager, Grade 527E, in the Div. of Enhanced 911, effective July 1, 2024. [Div. of Human Resources, George]

Summary

Authorization to amend the Classified Civil Service authorized strength by creating positions as approved in the FY 2025 Budget process, to become effective retroactive to July 1, 2024. (L0878-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: {Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

M E M O R A N D U M

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

FROM: Glenda Humphrey George, Director
Division of Human Resources

DATE: August 26, 2024

RE: Amendment to Authorized Strength - FY 2025 Budget

The attached action amends the classified civil service authorized strength by creating positions as approved in the FY 2025 budget process, to become effective retroactive to July 1, 2024.

The request includes the following to be effective July 1, 2024:

- Create one (1) classified civil service position of Odor Control Manager (Grade 523E) in the Division of Water Quality;
- Create one (1) classified civil service position of Traffic Engineer (Grade 525E) in the Division of Traffic Engineering;
- Create one (1) classified civil service position of E911 Manager (Grade 527E) in the Division of Enhanced 911;

The fiscal impact for FY 2025 (26 pay periods) will be budget-neutral. All funding for the new positions are included in the FY 2025 approved budget.

File Number: 0878-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 8/26/24

Classified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Division of Water Quality (340)									**Division of Water Quality (340)**							
-----	-----	-----	-----	-----	-----	-----	-----		340.041	1	772	523E	Odor Control Manager	-----	-----	-----
Division of Traffic Engineering (360)									**Division of Traffic Engineering (360)**							
-----	-----	-----	-----	-----	-----	-----	-----		360.023	1	415	525E	Traffic Engineer	-----	-----	-----
Division of Enhanced 911 (520)									**Division of Enhanced 911 (520)**							
520.023	3	908	527E	E-911 Manager	-----	-----	-----		520.023	4	908	527E	E-911 Manager	-----	-----	-----

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ODOR CONTROL MANAGER, GRADE 523E, IN THE DIVISION OF WATER QUALITY, CREATING ONE (1) CLASSIFIED POSITION OF TRAFFIC ENGINEER, GRADE 525E, IN THE DIVISION OF TRAFFIC ENGINEERING, CREATING ONE (1) CLASSIFIED POSITION OF E911 MANAGER, GRADE 527E, IN THE DIVISION OF ENHANCED 911, EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are created to read as follows:

340.041	1	772	523E	Odor Control Manager
360.023	1	415	525E	Traffic Engineer

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

520.023	4	908	527E	E-911 Manager

Section 3 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0878-24:GET:4873-9285-6544, v. 1

ORDINANCE NO. 102 - 2024

AN ORDINANCE AMENDING THE CLASSIFIED CIVIL SERVICE AUTHORIZED STRENGTH BY CREATING ONE (1) CLASSIFIED POSITION OF ODOR CONTROL MANAGER, GRADE 523E, IN THE DIVISION OF WATER QUALITY, CREATING ONE (1) CLASSIFIED POSITION OF TRAFFIC ENGINEER, GRADE 525E, IN THE DIVISION OF TRAFFIC ENGINEERING, CREATING ONE (1) CLASSIFIED POSITION OF E911 MANAGER, GRADE 527E, IN THE DIVISION OF ENHANCED 911, EFFECTIVE JULY 1, 2024.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line numbers in the classified civil service authorized strength be and hereby are created to read as follows:

340.041	1	772	523E	Odor Control Manager
360.023	1	415	525E	Traffic Engineer

Section 2 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

520.023	4	908	527E	E-911 Manager

Section 3 – That this Ordinance shall become effective July 1, 2024.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: October 4,2024-1t

0878-24:GET:4873-9285-6544, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0880-24

File ID:	0880-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/29/2024
File Name:	25-0004 Abolish/Create- Department of Environmental Quality and Public Works			**Final Action:**	09/26/2024

Title: An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Construction Supervisor, Grade 524E, and creating one (1) unclassified position of Construction Manager, Grade 531E, all in the Dept. of Environmental Quality, effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	Bluesheet Memo 25-0004, From To 25-0004, HR Fiscal Impact- 25-0004, ORD 0880-24 Abolish Create EQPW 4882-4285-8720 v.1.docx, O-103-2024	**Enactment Number:**	O-103-2024
Deed #:		**Hearing Date:**	
Drafter:	Alana Morton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
1	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0880-24

Title

An Ordinance amending the civil service authorized strength by abolishing one (1) unclassified position of Construction Supervisor, Grade 524E, and creating one (1) unclassified position of Construction Manager, Grade 531E, all in the Dept. of Environmental Quality, effective upon passage of Council. [Div. of Human Resources, George]

Summary

Authorization to abolish one (1) unclassified position of Construction Supervisor (Grade 524E) and create one (1) unclassified position of Construction Manager (Grade 531E), expiring June 30, 2028, in the Department of Environmental Quality and Public Works, effective upon passage of Council. This has a 12-month future impact cost of $38,395.90. (L0880-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: {Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: NA

Fully Budgeted: No

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

GLENDA HUMPHREY GEORGE
DIRECTOR
HUMAN RESOURCES

MEMORANDUM

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

FROM: _____
Glenda Humphrey George, Director
Division of Human Resources

DATE: August 26, 2024

SUBJECT: Abolish positions – Department of Environmental Quality and Public Works

Request:
The attached action is requesting authorization to abolish one (1) unclassified position of Construction Supervisor (Grade 524E) and create one (1) unclassified position of Construction Manager (Grade 531E), expiring June 30, 2028, in the Department of Environmental Quality and Public Works, effective upon passage of Council.

Why are you requesting:
The Department of Environmental Quality and Public Works has multiple ongoing projects and only one Construction Manager to manage these projects.

What is the cost in this budget year and future budget year?
This has a 12-month future impact cost of $38,395.90.

Position Title	Annual Salary Before	Annual Salary After	Annual Increase/Decrease
Construction Supervisor	$74,023.04	$0	($74,023.04)
Construction Manager	$0	$104,160.16	$104,160.16
Total Annual Impact/ Salary and Benefits $38,395.90			

File Number: 0880-24

Director/Commissioner: Glenda Humphrey George/Sally Hamilton

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

Lexington-Fayette Urban County Government

Changes in Authorized Positions

Date: 8/26/24

Unclassified Civil Service

Changes From:									Changes To:							
Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary		Div. Line #	No. Pos.	Class Code	Pay Grade	Position Title	Prog. #	Employee Name	Salary
Department of Environmental Quality and Public Works (370)									**Department of Environmental Quality and Public Works (370)**							
370.020	1	698	531E	Construction Manager	-----	-----	-----		370.020	2	698	531E	Construction Manager	-----	-----	-----
370.035	1	708	524E	Construction Supervisor	-----	-----	-----		-----	-----	-----	-----	-----	-----	-----	-----

Bluesheet 25-0004

Department of Environmental Quality and Public Works

Description		1 or -1	Hour Rate	***63122*** Base Comp	***63511*** Benefits Cost 19.71% Pension	***63615*** Other Fringe	***63621*** 6.20% FICA	***63622*** 0.044% Unemp	***63624*** 1.45% Medicare	Employee Total Cost
Construction Supervisor (Grade 524E)	Abolish	-1.00	35.588	($74,023.04)	($14,589.94)	($5,528.88)	($4,854.10)	($32.57)	($1,135.23)	($100,163.76)
Construction Manager (Grade 531E)	Create	1.00	50.077	$104,160.16	$20,529.97	$5,528.88	$6,722.60	$45.83	$1,572.22	$138,559.66
Pay Periods				$30,137.12	$5,940.03	$0.00	$1,868.50	$13.26	$436.99	$38,395.90

Annual Cost: $38,395.90

Taxable Fringe	$4,268.88
Total Fringe	$5,528.88

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF CONSTRUCTION SUPERVISOR, GRADE 524E, AND CREATING ONE (1) UNCLASSIFIED POSITION OF CONSTRUCTION MANAGER, GRADE 531E, ALL IN THE DEPARTMENT OF ENVIRONMENTAL QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That subsection line number 370.035 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

370.020	2	698	531E	Construction Manager

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0880-24:GET:4882-4285-8720, v. 1

ORDINANCE NO. 103 - 2024

AN ORDINANCE AMENDING THE CIVIL SERVICE AUTHORIZED STRENGTH BY ABOLISHING ONE (1) UNCLASSIFIED POSITION OF CONSTRUCTION SUPERVISOR, GRADE 524E, AND CREATING ONE (1) UNCLASSIFIED POSITION OF CONSTRUCTION MANAGER, GRADE 531E, ALL IN THE DEPARTMENT OF ENVIRONMENTAL QUALITY, EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That subsection line number 370.035 in the unclassified civil service authorized strength be and hereby is deleted.

Section 2 – That the following subsection line number in the unclassified civil service authorized strength be and hereby is amended to read as follows:

370.020	2	698	531E	Construction Manager

Section 3 – That this Ordinance shall become effective upon passage of Council.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: October 4,2024-1t
0880-24:GET:4882-4285-8720, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0881-24

File ID:	0881-24	**Type:**	Resolution	**Status:**	Approved
Version:	3	**Contract #:**		**In Control:**	Urban County Council
				File Created:	08/29/2024
File Name:	Everbridge A&N Contract			**Final Action:**	09/12/2024

Title: A Resolution authorizing the Div. of Emergency Management to purchase the Alert Notification System from Everbridge Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Everbridge Inc., related to the procurement at a cost not to exceed $118,427.79. [Div. of Emergency Management, Larkin]

Notes:

Sponsors:

Enactment Date: 09/12/2024

Attachments: Bluesheet Memo_8-29-2024, Everbridge Renewal 2024 - Lexington-Fayette Urban County Government, Everbridge Master Agreement with Addt'l Terms, Everbridge Sole Source 2024-2025, 881-24 everbridge 4888-0118-2177 v.1.docx, R-460-2024

Enactment Number: R-460-2024

Deed #:

Hearing Date:

Drafter: Dale Meade

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
3	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
3	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass
3	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0881-24

Title

A Resolution authorizing the Div. of Emergency Management to purchase the Alert Notification System from Everbridge Inc., a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with

Everbridge Inc., related to the procurement at a cost not to exceed $118,427.79. [Div. of Emergency Management, Larkin]

Summary

Authorization to establish Everbridge, Inc as a sole source provider for the alert notification system for the Division of Emergency Management and to execute the renewal Contract and any necessary Agreements with Everbridge, Inc. for the procurement of these goods/services at a cost not to exceed $118,427.79. Funds are Budgeted. (L0881-24) (Larkin/Armstrong)

Budgetary Implications [select]: YES

Advance Document Review:

Law: { Select Yes Completed by [Attorney Name, Date]}

Risk Management: {No}

Fully Budgeted [select]: YES

Account Number:

1101-505204-5242-76102	$100,677.79
4204-505602-5622-76102	$ 16,350.00
1115-313201-3095-71299	$ 1,000.00
4051-313201-3095-71299	$ 200.00
4002-313201-3095-71299	$ 200.00

This Fiscal Year Impact: $118,427.79

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:

1101-505204-5242-76102	$126,970.00
4204-505602-5622-76102	$285,469.16
1115-313201-3095-71299	$181,278.37
4051-313201-3095-71299	$33,312.46
4002-313201-3095-71299	$8,069.85

MAYOR Linda Gorton

LEXINGTON

Robert J. Larkin,DIRECTOR
EMERGENCY MANAGEMENT

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: ROBERT J. LARKIN, DIRECTOR
EMERGENCY MAMANGMENT

DATE: August 29, 2024

SUBJECT: CONTRACT RENEWAL – EVERBRIDGE, INC.

Request: Request council authorization to establish Everbridge, Inc. as a sole source provider for the alert and notification system for the Division of Emergency Management AND to execute the renewal contract and any necessary agreements with Everbridge, Inc. at a cost not to exceed $118,427.79.

Why are you requesting? The annual contract is up for renewal. This is a necessary service to be able to alert the community in the event of an emergency.

What is the cost in the budget year and future budget years? The cost in this budget year (FY2025) is $118,427.79. No additional costs are anticipated. Future budget years will likely see a similar cost as this is an annual contract.

Are the funds budgeted? Yes the funds are budgeted as follows:

1101-505204-5242-76102	$100,677.79
4204-505602-5622-76102	$ 16,350.00
1115-313201-3095-71299	$ 1,000.00
4051-313201-3095-71299	$ 200.00
4002-313201-3095-71299	$ 200.00

File Number: 0881-24

Director/Commissioner: Larkin/Armstrong

everbridge
155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Phone: +1-818-230-9700
Fax: +1-818-230-9505
everbridge.com

Prepared for:
Rob (Robert) Larkin
LFUCG (Lexington-Fayette Urban County Government)
115 Cisco Rd.
Lexington KY 40507
United States
Ph: (859) 280-8060
Fax: (781) 863-1291
Email: emdir@lexingtonky.gov

Quotation

Quote #: Q-171612
Date: 8/20/2024
Expires On: 9/17/2024
Confidential

Salesperson: Barbara Stoker
Phone: (385) 459-4480
Email: barbara.stoker@everbridge.com

Contract Summary Information:	
Contract Period:	12 Months
Contract Start Date:	10/1/2024
Contract End Date:	9/30/2025

Qty	Description	Price
414,400	Mass Notification Pro	USD 117,027.79
7	Additional CE/VE Keywords	USD 1,400.00

Pricing Summary:

Year One Fees:	USD 118,427.79
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	**USD 118,427.79**

Messaging Credits Summary:

	Initial Credits Allowance	Additional Credits Purchased	Total Credits
Year 1	15,000,000	0	15,000,000

Quote Terms:

1. Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed between the relevant Everbridge entity and the customer listed above.
2. Subject to sales, VAT or GST taxes where applicable.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Master Service Agreement.

Please, Sign, Date and Return:

Signature: **Date:**

Name (Print): **Title:**

Please, Sign, Date and Return:

Signature: **Date:**

Name (Print): **Title:**

Everbridge, Inc.
55 North lake Avenue, Suite 900
Pasadena,CA 91101
(818) 230-9700
THANK YOU FOR YOUR BUSINESS!

everbridge

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and LFUCG (**"Customer"**), effective on the date of Customer's signature below (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a **"Contact"**) purchased by Customer as set forth in the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge's income.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. Customer shall in its discretion authorize certain of its employees and contractors (**"User(s)"**) to access the Service. Each User must be bound in writing to the Lexington-Fayette Urban County Government Computer Policy. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. **"Customer Data"** is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Customer. Customer may terminate this Agreement for convenience on thirty (30) days written notice; provided, however, that if Customer terminates for convenience it shall not be entitled to any refund and shall pay all amounts then due and owing.

5.3 Termination by Everbridge. If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of $1,000

5.4 Suspension. Everbridge may suspend, with or without prior notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. If prior notice is not given, Everbridge shall provide notice of such suspension as soon as practicable thereafter. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the **"Software"**) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services, except as specifically set forth in RFP #12-2013; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes or to the WEB EOC application used within Customer's internal environment; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to

processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally deleted.]

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge other than the software specifically referenced in RFP#12-2013, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 3 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

11.9 Marketing. Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.3, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

EVERBRIDGE, INC.

By: _____

Print Name: Marie-Laure Leglise

Title: V.P. of Finance

Date: 1/9/14

Address:

500 N. Brand Blvd., Suite 1000

Glendale, CA 91203

For legal notice:

Attention: Legal Department

everbridge
LEGAL APPROVED

CUSTOMER: LFUCG

By: _____

Print Name: JIM GRAY

Title: MAYOR

Date: 2/24/14

Customer's address for legal notices:

200 E. Main St,
Lexington, KY 40507

Attn: Pat Dugger

Customer's address for billing:

200. E. Main St.
Lexington, KY 40507

Attn: Pat Dugger

Email for billing: patd@lexingtonky.gov

Telephone number: 859-258-3784

CMAS/WEA Notification
to
Everbridge, Inc. Service Agreement

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this 20th day of February, 2013,4 by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and LFUCG ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective Feb. 20, 2014 ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. IPAWS Authorization: Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.

3. Messaging: Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.

By _____

Title V.P. of Finance

Date 12/31/13

CUSTOMER: LFUCG

By _____

Title MAYOR

Date 2/24/14

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

If Client Is Ordering Nixle® Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions or www.nixle.com for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from individuals registering through such widget or a Nixle branded website is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

If Client Is Ordering Everbridge Suite or Nixle® Branded Products:

1. **Messaging Credits.** The Solutions include units of usage ("**Messaging Credits**") for communications sent by Client through the Solutions to multiple Contacts via one or more communication paths ("**Notifications**"). No Messaging Credits shall be required to send Notifications by push notification (Everbridge mobile application), by email or by pager. If Client's use of the Solutions exceeds the amount of Messaging Credits allocated to the account or previously purchased, Client shall pay for such overages and charges back to the date they were incurred. Unused Messaging Credits expire at the end of the annual billing period under the applicable Quote and are not refundable. Additional Messaging Credits may be purchased separately.

2. **Usage.** Messaging Credits shall be applied per Notification sent by Client through the Solutions. A single Notification is defined as follows:

   - SMS Text messages:
     - For messages that contain only GSM characters, each 153 characters or portion thereof.
     - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
     - GSM characters include only characters in the GSM 7-bit default alphabet.
     - Character limits for SMS Text messages are determined by telecommunication providers. Everbridge reserves the right to change the length of a single SMS Text message if telecommunication providers update these amounts.
   - Voice messages or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
   - TTY: One minute per TTY message.
   - Fax: Per page transmitted.

3. **Role-based Limits.** If Client exceeds any role-based limits (such as the number of Contacts, Resolvers or authorized users of a Solution) set forth on the applicable Quote, Client shall pay for such additional role-based numbers as of the date that the overage began. Payment shall be at the role-based number rate in the Quote and shall be paid for the duration of the term of such Quote.

4. **Other Usage Limits.** If the applicable Quote sets forth any geographic, departmental, entity-based or other limitation on usage of the Solutions, then Client's use of the Solutions is expressly limited to Contacts who are based in such geographic area, department or entity or who otherwise meet the usage limitation criteria specified in the Quote. Client's use of the Solutions with any Contacts who are not included within such limitations shall constitute a material default under this Agreement and shall subject such Client to additional charges for such unauthorized usage.

5. **Data Feeds.** Client shall not use any automated device, computer program, software, tool, algorithm, bot or similar process to mine or systematically scrape or extract data from any of the products, except as authorized in writing by Everbridge. Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, the content such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from (a) any inaccuracies or failures with respect to such Data Feeds or (b) any actions taken by Client as a result of its use of the Solutions or its content. All Data Feeds are provided solely as a convenience and do not constitute an endorsement by Everbridge. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. **"Data Feed"** means data content or websites licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence) or publicly-available information that Client accesses on the Internet while using the Services.

Clients purchasing Visual Command Center or Signal products further agree that they will comply with the Data Feed Terms and Conditions found at https://www.everbridge.com/wp-content/uploads/Data-Feed-Terms-and-Conditions-Oct-2019.pdf.

6. **Resident Connection Data**. If a Client is a governmental entity and is purchasing Resident Connection Data, Everbridge provides to Client a limited, non-exclusive, non-transferable, non-sublicensable, right to use mobile, landline and VoIP telephone records ("**Resident Connection Data**") in connection with emergency notifications sent through the Everbridge Solutions. Resident Connection Data is Confidential Information of Everbridge and is subject to the confidentiality obligations in Section 7 and the license restrictions in Section 6.2 of this Agreement. Unless provided herein, Resident Connection Data is owned expressly by Everbridge and rights to use such data terminates upon the termination or expiration of this Agreement.

7. **Incident Management/IT Alerting.** If a Client is purchasing the Incident Management or IT Alerting Solution, (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) "Incident Administrators" are authorized by Client as an administrator for the Incident Management or IT Alerting Solution components and are typically responsible for the configuration of IT Alerting as well as managing and reporting on Incidents ; (c) "Incident Operators" are authorized by Client as an operator of the Incident Management or IT Alerting Solution and are typically responsible for launching/managing Incidents; and (d) "Group Managers" shall have the ability to build, manage and/or participate in on-call schedules to receive IT related notifications. Everbridge may limit or throttle Client's automated use of the Incident Management or IT Alerting Solution in order to protect the stability and security of the Solution.

8. **Secure Messaging.** If a Client is purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws, including in the United States, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. For clients based in the United States, our Secured Messaging products for healthcare are subject to our Business Associate Agreement, available at https://www.everbridge.com/wp-content/uploads/2015/07/Business-Associate-Form-lkd-v1-7.7.15.pdf, which is incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Emergency Messaging

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expressly agrees to comply with applicable consumer protection laws, including in the United States, the Telephone Consumer Protection Act of 1991, including its implementing regulations, and in the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law").** Client shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association found at http://mmaglobal.com/policies/code-of-conduct.

everbridge

SYSTEM INCLUSION

EVERBRIDGE MESSAGING CREDITS

For the Critical Event Management, Mass Notification, Safety Connection, IT Alerting, Crisis Management and Community Engagement Solutions, Clients will have access to an annual allowance of Messaging Credits that can be used for Notifications. The specific number of Messaging Credits are included on the product Quote and are applied per Notification according to the table below.

Unused Messaging Credits (including any additional purchased credits) expire at the end of the annual contract period under the applicable Quote and are not refundable. If Client exceeds the annual allowance of Messaging Credits allocated to the account or previously purchased, then Client shall pay for such overages and charges back to the date they were incurred.

Messaging Credits shall be calculated and consumed as follows:

Message Modality	Email	Push Notification	Pager	Voice	SMS Text	Conference Voice	TTY	FAX
Unit of Measure	per email sent	per mobile app notification	per pager message sent	per minute of the voice call	per SMS message	per minute of the voice call	per TTY message	per page sent
REGION 1: NORTH AMERICA	free	free	free	10	5	10	100	100
REGION 2: EUROPE	free	free	free	40	30	40	100	100
REGION 3: SOUTH AMERICA	free	free	free	190	40	190	100	100
REGION 4: AFRICA	free	free	free	400	50	400	100	100
REGION 5: ASIA	free	free	free	70	30	70	100	100
REGION 6: OCEANIA	free	free	free	100	40	100	100	100
REGION 7: MIDDLE EAST	free	free	free	170	30	170	100	100

A single Notification consists of:

- SMS Text:
  - For messages that contain only GSM characters, each 153 characters or portion thereof.
  - For messages that contain any non-GSM characters, each 67 characters or portion thereof.
  - GSM characters include only characters in the GSM 7-bit default alphabet.
- Voice or Conference Voice: One minute or portion of a minute of the voice message, calculated on a cumulative basis per month, per destination country.
- TTY: Per TTY call.
- Fax: Per page transmitted.

For example:

- SMS Notification (containing 100 GSM characters) sent to 100 contacts in the United States would consume 500 Messaging Credits (100 contacts * 1 Notification/contact * 5 Messaging Credits per US SMS message).
- Voice Notification (Each message = 30 seconds) sent to 500 contacts in France would consume 10,000 Messaging Credits (500 contacts * 30 seconds = 250 minutes of calls * 40 Messaging Credits per European Voice Call).
- SMS Notification (containing 200 GSM characters) sent to 250 contacts in India and 2000 contacts in the United States would consume 35,000 Messaging Credits (250 contacts * 2 Notifications/contact * 30 Messaging Credits per Asian SMS message = 15,000 Messaging Credits) + (2000 contacts * 2 Notifications/contact * 5 Messaging Credits per US SMS message = 20,000 Messaging Credits)

System Inclusion Sheet may be updated by Everbridge with at least thirty (30) days' prior written notice to Client via the Everbridge Client Portal. For a full product description, along with best practices and product details please see the Everbridge User Guide and Everbridge University.

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JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Rob Larkin Division/Dept Emerg Mgt/Public Safety

Phone 859-280-8060 Email larkinr@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ☑ Services

Cost: $118,427.79

Sole Source Request for the Purchase of: Everbridge emergency notification system

☑ One Time Purchase ☐ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Everbridge

Contact Name Barbara Stoker

Address 155 N Lake Ave, Ste 900, Pasadena, CA 91101

Phone (801) 939-3202 Email barbara.stocker@everbridge.co

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

The Everbridge system has 3 primary functions: alert & notification of the public of emergency information via phone, text, email, etc.; internal notification of incidents to employees; and integrates all of the A&N systems into one interface.

2. **Below are eligible reasons for sole source. Check one and describe.**

☑ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.
(see comment at end of next page)

☑ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)
Everbridge interfaces the sirens, AM radio, IPAWS, website, and Alertus beacons from one screen so E911 supervisors don't have to go to multiple devices for activation.

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:
-

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

Several demonstrations, phone calls, and meetings have been held with other vendors. None currently have the interface capability.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Pricing was compared to other vendors

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

If we lost the integration of systems, efficiency and time would be lost by the activators. Also, the set-up and training for the various divisions and users on a new system would be hundreds of hours.

THIS IS A COST-SHARED SYSTEM WITH OTHER LFUCG DIVISIONS.

Item #2 comment:
This system also provides the ability to activate the IPAWS system. FCC-certified and FEMA IPAWS-conformant devices represent the only fully integrated EAS/CAP equipment capable of simultaneously providing all four EAS and CAP functions: CAP message origination, EAS encoding, CAP monitoring, and EAS decoding.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE THE ALERT NOTIFICATION SYSTEM FROM EVERBRIDGE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH EVERBRIDGE INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $118,427.79.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Division of Emergency Management is authorized to purchase the alert notification system from Everbridge Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Everbridge Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $118,427.79, be and hereby is approved for payment to Everbridge Inc., $100,677.79 from account #1101-505204-76102, $16,350.00 from account #4204-505602-76102, $1,000.00 from account #1115-313201-71299, $200.00 from account #4051-313201-71299, $200.00 from account #4002-313201-71299.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
881-24:MRS: 4888-0118-2177, v. 1

RESOLUTION NO. 460 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF EMERGENCY MANAGEMENT TO PURCHASE THE ALERT NOTIFICATION SYSTEM FROM EVERBRIDGE INC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH EVERBRIDGE INC., RELATED TO THE PROCUREMENT AT A COST NOT TO EXCEED $118,427.79.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Division of Emergency Management is authorized to purchase the alert notification system from Everbridge Inc., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Everbridge Inc., related to the procurement.

Section 2 - That an amount, not to exceed the sum of $118,427.79, be and hereby is approved for payment to Everbridge Inc., $100,677.79 from account #1101-505204-76102, $16,350.00 from account #4204-505602-76102, $1,000.00 from account #1115-313201-71299, $200.00 from account #4051-313201-71299, $200.00 from account #4002-313201-71299.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

881-24:MRS: 4888-0118-2177, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0882-24

File ID:	0882-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	379-2024	**In Control:**	Urban County Council
				File Created:	08/29/2024
File Name:	Request Council authorization to execute an amendment to the agreement with Davis Park Station Limited Liability Limited Partnership to increase the budget by $277,576 in federal funds from the American Rescue Plan Act under the U.S. Department of Housing			**Final Action:**	09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement, the final form of which is subject to the approval of the Dept. of Law and the Div. of Grants and Special Programs, with Davis Park Station Limited Liability Limited Partnership, under the HOME Investment Partnerships Program, to allocate an additional $277,576 of Federal funds awarded under the American Rescue Plan Act (ARPA), pending approval of any necessary Budget amendments, to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations at Davis Park Station, and further authorizing the Mayor to execute any other documents related to this amendment. [Div. of Grants and Special Programs, Reynolds]

Notes: Signed and CILOO filed in the CCO. Returned to Celia Moore 2/5/2025. MS

Sponsors:		**Enactment Date:**	09/26/2024
Attachments:	25 - Bluesheet Memo - Davis Park Station Amendment No. 1, BA 13259, FINAL Davis Park HOME-ARP Amended Loan Agreement, FINAL Davis Park HOME-ARP Amended Mortgage Note, FINAL Davis Park HOME-ARP Amended Deed Restrictions, FINAL Davis Park HOME-ARP Amended Subordinate Mortgage, FINAL Davis Park HOME-ARP Deed Restrictions Release, FINAL Davis Park HOME-ARP Mortgage Release, RESO 0882-24 Davis Park HOME-ARP amended agreements 4877-3247-3058 v.2.docx, R-477-2024, Contract #379-2024	**Enactment Number:**	R-477-2024
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:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
2	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0882-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Amendment to an Agreement, the final form of which is subject to the approval of the Dept. of Law and the Div. of Grants and Special Programs, with Davis Park Station Limited Liability Limited Partnership, under the HOME Investment Partnerships Program, to allocate an additional $277,576 of Federal funds awarded under the American Rescue Plan Act (ARPA), pending approval of any necessary Budget amendments, to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations at Davis Park Station, and further authorizing the Mayor to execute any other documents related to this amendment. [Div. of Grants and Special Programs, Reynolds]

Summary

Authorization to execute an Amendment to the Agreement with Davis Park Station Limited Liability Limited Partnership to increase the Budget by $277,576 in Federal funds from the American Rescue Plan Act under the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program to provide supportive services to individuals and households in the HOME-assisted units constructed at Davis Park Station. (L0882-24) (Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 8/28/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3120-900272-0001-71101

This Fiscal Year Impact: $277,576

Annual Impact: $0

Project: AR_HOME_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 28, 2024**

SUBJECT: **Amendment to Agreement with Davis Park Station Limited Liability Limited Partnership**

Request: Council authorization to execute an amendment to the agreement with Davis Park Station Limited Liability Limited Partnership to increase the budget by $277,576 in federal funds from the American Rescue Plan Act under the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program. Davis Park Station Limited Liability Limited Partnership will use the funds to provide supportive services to individuals and households in the HOME-assisted units constructed at Davis Park Station.

Purpose of Request: On October 12, 2023 (Resolution 535-2023), Council approved to allocate $950,000 of federal funds awarded from the American Rescue Plan Act funds under the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program to Davis Park Station Limited Liability Limited Partnership to construct five (5) units of housing and to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations. Davis Park Station Limited Liability Limited Partnership has requested additional funding in the amount of $277,576 to provide supportive services for total project cost $1,227,576.

What is the cost in this budget year and future budget years? $277,576 of federal funding is awarded for FY25. No additional funds are anticipated. No matching funds are required.

Are the funds budgeted? Budget amendment is in process.

File Number: 0882-24

Director/Commissioner: Reynolds/Lanter

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E **Date:** 08/29/2024 **Status:** Pending Approval **Amend Nbr:** 13259

Business Unit: LFUCG **Journal Date:** 08/29/2024 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3120	900272	0001	71101	Outside Agency Services	277,576.00	TERESAR2	ELIZABET	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3120	900272	0001	44010	Intergovernmental - Federal	277,576.00	TERESAR2	ELIZABET	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional HOME-ARP funds to AU Associates, Inc. for Davis Park Station LLLP for supportive services on AR_HOME_2022

Net Amend Amt: 0.00

Submit for Approval

Save Add

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED HOME-ARP AGREEMENT

THIS AMENDMENT TO HOME-ARP AGREEMENT ("Amended Agreement"), made and entered into on this _____ day of _____, 2024, 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 **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,** a Kentucky limited liability limited partnership, 159 Old Georgetown Street, Lexington, Kentucky 40508. (hereinafter referred to as "Borrower").

WHEREAS, Government and Borrower entered into an Agreement dated October 11, 2023 ("Agreement"), in which the Borrower as a recipient was allocated NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($950,000) of federal funds from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program – American Rescue Plan for the new construction of five (5) rental units for low-income persons and/or households or for other eligible costs as set forth in 24 CFR 92.2;

WHEREAS, the Agreement required the funds to be used in accordance with an approved budget;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget and supportive service. The Borrower has requested an additional award of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($277,576.00) for services, hereby amending the total loan amount to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00),

WHEREAS, the Agreement provides for all amendments to be in writing executed by Government and Borrower;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to the Amended Agreement amendments as follows:

SECTION 1
PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Borrower the maximum sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00) (hereinafter "Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Amended Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Seventy three (73) units in Davis Park Station shall be new construction of multi-family housing located at 501 and 512 De Roode Street,

Lexington, Fayette County, Kentucky 40508 ("Project"). The number of HOME-ARP funded units is five (5).

1.07. No loan shall be made hereunder unless and until Borrower has delivered to Government a note in the amount of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00) and a leasehold mortgage securing said note, all within one (1) year of the date of this Amended Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate leasehold mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the leasehold mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.44 SUPPORTIVE SERVICES. The Borrower agrees to partner with New Beginnings, Bluegrass, Inc. to provide supportive services and use the Continuum of Care's Coordinated Entry By-Name List to identify qualifying population. The Borrower will provide five (5) units of permanent housing to the defined qualifying population. The Borrower will update its Administrative Plan to give these applicants a waiting list preference.

The Borrower also agrees to provide under the McKinney-Vento Supportive Services and Homeless Prevention Services. In partnership with the City of Lexington's workforce training center that is housed at Davis Park Station, AU Associates will facilitate the provision of the following employment assistance and job training services, which include learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.

- Services that assist individuals in securing employment consist of:
    - Employment screening, assessment, or testing;
    - Structured job skills and job-seeking skills;
    - Counseling or job coaching; and
    - Referral to community resources

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 11, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

ATTEST:

_____
Urban County Council Clerk

SIGNATURE PAGE – BORROWER

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: DAVIS PARK STATION GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

4887-2804-1438, v. 1

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED AND RESTATED MORTGAGE NOTE

$1,227,576.00 **_____, 2024**

FOR VALUE RECEIVED, the undersigned, **DAVIS PARK STATION, LIMITED LIABILITY LIMITED PARTNERSHIP,** a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 ("Borrower"), does hereby promise and agree to pay to the order of the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507, its successors or assigns ("Government"), through its Division of Grants and Special Programs, the principal sum of **ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00)** in lawful money of the United States, with interest at the rate of zero percent (0%) per annum, amortized over twenty years and shall be repayable in full at the end of the twenty (20) year period on November 1, 2043 ("Maturity Date").

This First Amended and Restated Mortgage Note replaces the Mortgage Note previously executed by the parties on October 11, 2023 in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/000 DOLLARS ($950,000.00).

LOAN CONDITIONS:

1. This Note evidences a Loan by the Government to the Borrower for the exclusive purpose of constructing residential rental property containing five (5) dwelling unit(s) located at **501 and 512 De Roode Street, Lexington, Fayette County, Kentucky 40508**, under the name of Davis Park Station ("Project") in the manner set out in the HOME-ARP Agreement of October 11, 2023 and the First Amended Agreement of even date herewith, by and between Borrower and the Government (collectively "Agreement") and the monies so provided shall be used solely for such purpose.

2. No principal or interest payments will be required during the term of the indebtedness as long as the Borrower complies with all terms and conditions of this Note, the Leasehold Mortgage of even date herewith, the Declaration of Restrictive Covenants, and the Loan Agreement (collectively, the "Loan Documents") between the Borrower and the Government. The Mortgage, the Declaration of Restrictive Covenants, and the Loan Agreement are incorporated herein by reference and made a part hereof.

3. This Note is a draw note for construction purposes and disbursements of principal hereunder shall be made to Borrower upon its delivery of invoices, or other evidence satisfactory to the Government, related to construction costs of the Project and supporting the amount requested.

4. If within one (1) year from the date of completion of the construction of the Project, said date established as the date of the final progress payment to Borrower, Borrower breaches any of the provisions of the collective Loan Documents, such shall be considered an event of default and the

full disbursed amount of the Loan, plus fifteen percent (15%) of that full amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

5. If during the second (2nd) through twentieth (20th) year of the Loan the Borrower breaches any of the provisions of this Note and Loan Documents, such shall be considered an event of default and the fully disbursed amount of the Loan, plus twelve percent (12%) of that amount, shall be immediately due and payable; provided, before the Government may accelerate any amount due under the Loan or take advantage of any other remedies, Borrower shall have a thirty (30) day grace period from receipt of written notice of default to cure such default.

6. Any default on a superior lien encumbering the Project or any initiation of a foreclosure based on any lien encumbering the Project shall be an event of default under this Note and the Loan Documents and the full disbursed amount of the Loan, plus twelve percent (12%) of that full amount, shall be immediately due and payable.

7. The Loan evidenced by this Note may be assumed by an individual or entity capable and able to enter into enforceable contracts, agreements or other loan documents as may be required to ensure compliance with the requirements and intent of the HOME-ARP Program upon the prior written consent of the Government, which consent shall not be unreasonably withheld or delayed.

8. This Note shall be the joint and several obligation of all makers, co-makers, endorsers, sureties and guarantors and shall be binding upon them and their successors, heirs or assigns and each waives demand, presentment and protest and notice of dishonor, and agree in case of any default to pay all costs of collection, including reasonable attorney fees and legal expenses.

9. Except as otherwise provided in this Paragraph, Borrower shall have no personal liability under this Note or any of the other Loan Documents for the repayment of the amount due and owing hereunder (the "Indebtedness") or for the performance of any other obligations of Borrower under the Loan Documents, and the Government's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Government's exercise of its rights and remedies with respect to the Mortgaged Property (as such term is defined in the First Amended Subordinate Leasehold Mortgage of even date herewith) and any other collateral held by the Government as security for the Indebtedness. This limitation on Borrower's liability shall not limit or impair the Government's enforcement of its rights against any guarantor of the Indebtedness or any guarantor of any obligations of Borrower.

10. The indebtedness evidenced by this Note is secured by a First Amended Subordinate Leasehold Mortgage of even date herewith in favor of the Government on real property, which will be recorded in the Office of the Fayette County Clerk, and reference is made to said instrument for rights as to acceleration of the indebtedness evidenced by this Note.

11. Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions of this Note, which provisions shall remain in effect.

12. The undersigned may only prepay the principal amount outstanding in whole or in part at any time without penalty after first receiving the written consent of all Senior Lenders as identified and defined in the Loan Agreement.

IN WITNESS WHEREOF, the parties have executed this Note on the day and year first above written.

BORROWER:

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: Davis Park Station GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

DUE DATE: November 1, 2043

PROPERTY ADDRESS: 501 and 512 De Roode Street Lexington, Fayette County, Kentucky 40508

4859-7713-2762, v. 1

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

This **FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS** ("Amended Declaration") is made this _____ day of _____, 2024, by **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 (herein "Borrower"), **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government"), and **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, whose address is P. O. Box 171, Lexington, Kentucky 40588 (“Owner”). Owner is the holder of a fee simple interest, and Borrower is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto, and incorporated herein by reference (the "Property"), by virtue of that certain Ground Lease Agreement dated as of October 11, 2023, by and between Owner and Borrower (the “Ground Lease”). This Ground Lease is further evidenced by that certain Memorandum of Lease dated as of October 11, 2023, by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, as landlord, and **DAVIS PARK STATION LLLP**, a Kentucky limited liability limited partnership, as tenant, and of record in Deed Book 4042, Page 294 in the Office of the Clerk of Fayette County, Kentucky.

W I T N E S S E T H:

WHEREAS, LFUCG and the Borrower entered into that certain Declaration of Restrictive Covenants (“Declaration”) dated October 11, 2023, and recorded in the Office of the Fayette County Clerk in Deed Book 4042 Page 317-321, whereby the parties agreed to a loan through the Government’s HOME-ARP Program, in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($950,000.00) for the construction of five (5) unit dwelling units in Davis Park Station (“Site” or “Property”) for very low-income households;

WHEREAS, the Borrower has requested additional funding in the amount of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($277,576.00) to complete the Project, bringing the loan total to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00);

WHEREAS, the Borrower has borrowed the sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00) pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the construction of five (5) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME-ARP program;

WHEREAS, the Owner has retained a fee simple interest in certain real property known and designated as **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508** and more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference ("Site"); and the Borrower has a leasehold interest on the Site, upon which the Borrower intends to construct 73 apartments, known as Davis Park Station, with the Owner's consent;

WHEREAS, the Government, through its HOME-ARP Program, works to increase the supply of affordable, standard residential rental units to low and very low income households by providing loans to property owners; and

WHEREAS, said Government, through its HOME-ARP Program, has loaned funds to the Borrower in the amount of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00) to Borrower for the construction of a five (5) unit dwelling units in Davis Park Station for very low-income households;

WHEREAS, Borrower has agreed that five (5) units are HOME-ARP-assisted and that only these five (5) units are subject to the herein described affordability restrictions;

WHEREAS, said Government program is being conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development ("HUD") which requires, as a condition of receipt of funds thereunder, that Amended Declaration, running with the land in conformance with the eligibility and affordability provisions of the program, be declared and filed of record as to each property developed with program funds; and

WHEREAS, the Borrower has borrowed the sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00) pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the construction of five (5) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME-ARP program;

WHEREAS, the Government holds a leasehold mortgage lien interest in the site and is required by HUD regulations relating to the HOME Investment Partnerships Program to require the establishment of covenants, conditions and restrictions running with the land and to enforce such covenants, conditions and restrictions;

NOW, THEREFORE, the Owner and Borrower, for their assigns, subsequent purchasers, lessees and successors in interest hereby jointly declare that the Site is and shall be held, transferred, sold, conveyed and occupied, subject to the conditions, restrictions and reservations hereinafter set out, which are hereby established and declared to be covenants running with the land:

1. <u>RESTRICTED USES:</u>

(a) The Site shall be maintained solely as residential property. Owner and Borrower, and

each of their respective assigns, subsequent purchasers, lessees and successors in interest, jointly agree that the five (5) HOME-ARP-assisted units shall be rented to low income and very low households. Low income households are those households with gross incomes at or below sixty percent (60%) of the median income for the community. Very low income households are those households with adjusted gross incomes at or below fifty percent (50%) of the median income for the community. During the duration of this Amended Declaration, there is no minimum of the number of the HOME-assisted units that shall be rented to very low income households except as provided elsewhere herein.

(b) Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall charge HOME rents in HOME-ARP units as established from time to time by HUD pursuant to any regulations promulgated by HUD or the Government. The rents so charged must include utility costs. The maximum allowable HOME rent must be reduced by a utility allowance approved by Government if tenant is required to pay separately for utilities. Utility allowances approved by Government may vary as periodic adjustments are made. Should HUD revise these or other rent guidelines set out herein so as to permit Owner and Borrower and their assigns, subsequent purchasers, lessees and successors in interest to adjust the rent charged, Owner and Borrower and their assigns, subsequent purchasers, lessees and successors in interest must obtain the prior approval of the Government and provide tenants with no less than thirty (30) days written notice before adjustments are implemented.

(c) The family size and the gross income for all tenants must be determined at the time of initial occupancy and annually for the duration of these covenants. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall obtain and verify income and family size information from each tenant upon initial rent up and annually during the duration of this Amended Declaration. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall provide information on family size, gross income and rent charged for all tenants to the Government within sixty (60) days after the initial rent up and the annual review date. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall obtain any necessary releases from tenant to allow Government to independently verify the information provided.

(d) The Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall, on an annual basis, for the duration of this Amended Declaration, review the income, family size and exclusions of all tenants and determine if any are over-income. An over-income tenant is a household with a gross income exceeding eighty percent (80%) of the median for the community. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall not evict over-income tenants based on income. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall increase the rent of the site to not less than thirty percent (30%) of the households adjusted gross income, except tenants of HOME-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. Units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

(e) Should the adjusted gross income of a very low income tenant renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy and for the duration of this Amended Declaration, the Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest may increase the rent for such tenant up to

the high HOME rate for the duration of the tenancy. Owner and Borrower, and each of their respective assigns, subsequent purchasers, lessees and successors in interest shall not evict such a tenant on the basis of the increase of the adjusted gross income. The next vacancy shall be rented to a very low income tenant whose income is at or below fifty percent (50%) of the area median income at a rent no higher than the established low HOME rent.

(f) No sale of the site shall be completed without giving notice to the Government in writing at least ten (10) days prior to the closing.

2. DURATION: The covenants and restrictions herein established shall be a covenant running with the land and shall be effective from the date of project completion, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report showing that ten (10) units assisted by this loan have been rented to low-income and very low-income households, for a period of **fifteen (15) years**. The affordability duration shall end on **October 11, 2038**, which is original date from the first Declaration recorded in the Office of the Fayette County Clerk on October 11, 2023, at Deed Book 4042 Page 317-321, and shall be binding upon the Owner, Borrower, and each their respective assigns, subsequent purchasers, lessees and successors in interest and all parties and persons claiming under them during the term hereof.

It is intended and agreed that the Government and its successors and assigns and the United States of America shall be deemed a beneficiary of the covenant provided, both for and in their or its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefits such agreements or covenants have been provided. Said covenant shall run in favor of the Government and the United States for the duration of this Amended Declaration. The Government and the United States shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, or to collect the full amount of any disbursement made to Borrower, to which it or any other beneficiaries of such agreement or covenant may be entitled.

3. PURCHASER AT FORECLOSURE: During the term hereof, should any mortgage or deed of trust be foreclosed on the Site, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions and covenants set forth in this instrument. In the event of foreclosure by, acceptance of deed-in-lieu of foreclosure by, or assignment by any Superior Mortgage(s) to the U.S. Department of Housing and Urban Development (HUD), all restrictions relating to affordable housing programs provided for in this Deed and Amended Declaration of Restrictive Covenants or provided for in any other document related to this transaction shall automatically and permanently terminate and shall have no further force to or effect on subsequent owners or purchasers of the property.

4. FUTURE DEEDS: Owner, its assigns, subsequent purchasers, lessees and successors in interest agree that all of the covenants, conditions and restrictions contained in this Amended Declaration shall be inserted in full in all future deeds related to the Site during the term hereof.

5. SEVERABILITY OF PROVISIONS: Invalidation of any one of these provisions by judgment or Court order shall not affect any other provisions which shall remain in effect.

IN WITNESS WHEREOF, Owner and Borrower, have executed this Amended Declaration of Covenants and Restrictions effective as of the day and year first above written.

SIGNATURE PAGE – BORROWER

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: DAVIS PARK STATION GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

SIGNATURE PAGE - OWNER

LEXINGTON COMMUNITY LAND TRUST, INC.,
a Kentucky non-profit corporation

BY: _____
Byron C. Mitchell, President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by Byron C. Mitchell, as President of the Board of Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508

The Land referred to herein below is situated in the County of Fayette, State of Kentucky, and is described as follows:

Being all of Lots No. 30 and 31 as shown on the Final Record Plan of Southend Park, Section 2, 757 De Roode Street, Fayette County, Kentucky, as shown by Plat of record in Plat Cabinet S, Slide 184, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property conveyed to Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, by that certain Special Warranty Deed, dated July 29, 2021, of record in Deed Book 3864, Page 110, and subsequently leased to Davis Station LLLP, by Memorandum of Ground Lease recorded in Book 4042, page 294 of the Clerk's Records of Fayette County, Kentucky.

4863-9249-9930, v. 1

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED SUBORDINATE LEASEHOLD MORTGAGE

THIS FIRST AMENDED SUBORDINATE LEASEHOLD MORTGAGE ("Mortgage) is made _____ day of _____, 2024, by **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 ("Mortgagor") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Lender") through its Division of Grants and Special Programs.

W I T N E S S E T H:

WHEREAS, Mortgagor is the holder of a leasehold interest in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Mortgagor is indebted to LFUCG, through its Division of Grants and Special Programs, for monies loaned under the terms of a HOME-ARP Agreement and the First Amendment to the HOME-ARP Agreement (together, the "Loan Agreement") which were entered into October 11, 2023 and of even date herewith, respectively; and a Mortgage Note and First Amended and Restated Mortgage Note (together, the "Note", and with the Loan Agreement the First Amended Declaration of Covenants and Restrictions, the "Loan Documents"), which were originally entered into on October 11, 2023 and later amended contemporaneously herewith, respectively, between Mortgagor and LFUCG providing for an Mortgage Loan in the total amount of **ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00)** (the "Loan"), incorporated by reference as if fully stated herein;

WHEREAS, the Lender, through its Division of Grants and Special Programs, has provided Mortgagor a loan for the construction of an apartment complex on the property described herein as part of its HOME-ARP Program conducted pursuant to the HOME Investment Partnerships Program of the United States Department of Housing and Urban Development, and the Mortgagor is thereby justly indebted to the Lender for borrowed money in the principal sum of **ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00)** ("Loan"), to secure the payment of which Mortgagor has executed a First Amended Mortgage Note ("Note") of even date herewith, bearing interest at the rate of zero percent (0%) per annum, wherein the entire indebtedness evidenced by said Note, which if not sooner paid, is due and payable on **November 1, 2043 ("Maturity Date")**.

WHEREAS, Mortgagor and Owner have determined that it is to Mortgagor's and Owner's direct and indirect economic benefit that LFUCG make the Mortgage Loan to Mortgagor, and therefore have agreed to execute and deliver this Leasehold Mortgage in order to secure repayment of the Loan.

NOW, THEREFORE, in consideration of the promises and to secure to the Lender the payment of the indebtedness evidenced by the Note or so much thereof as may be advanced by the Lender, according to the terms of the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the faithful performance of all covenants, stipulations, and agreements set out herein and in the Loan Documents, herein incorporated by reference, Mortgagor does hereby mortgage, grant, assign and convey to Lender, forever, its rights, title and leasehold interest in the real property, situated and located in Fayette County, Kentucky, described in **Exhibit A**, attached hereto and incorporated by reference (hereinafter "Premises"), by virtue of that certain Ground Lease Agreement dated effective as of October 11, 2023, by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation ("Landlord), and **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,** a Kentucky limited liability limited partnership ("Tenant"); said interest also being filed of record by virtue of a Memorandum of Ground Lease, dated as of October 11, 2023 (and of record in Deed Book 4042, Page 294 in the Office of the Fayette County Clerk), by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation ("Landlord"), and **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership ("Tenant"), to be recorded against the Property in the records of the Fayette County Clerk, together with all rents, issues and profits therefrom (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues and profits until default hereunder), and all fixtures now or hereafter attached to or used in connection with the premises herein described (hereinafter "Mortgaged Property");

TO HAVE AND TO HOLD the Premises with the privileges and appurtenances thereunto belonging, and all rents, revenues, issues and profits therefrom, unto Lender, its successors and assigns, forever, for the uses and purposes herein expressed. Mortgagor covenants that Mortgagor is well seized of the Premises and each portion thereof, and has full right and power to grant, bargain, sell, convey, mortgage and warrant the Mortgagor's interest in the same in the manner and form written. Mortgagor represents and warrants to Lender that the granting of this Mortgage has been and is duly authorized. Mortgagor covenants that the Premises are free from all liens and encumbrances whatsoever, excepting; (i) the lien of general taxes not yet due and payable,

easements and restrictions of record, and restrictions and zoning laws affecting the Premises, if any; (ii) Permitted Encumbrances (meaning those encumbrances defined in the Loan Documents); and (iii) any leases as may now or hereafter affect any portion of the Premises. Mortgagor warrants and will defend the Premises, with the privileges and appurtenances thereunto belonging, to Lender, its successors and assigns forever, against all claims and demands whatsoever adverse to the interest of Lender, at Mortgagor's sole expense.

THIS FIRST AMENDED SUBORDINATE MORTGAGE is given to secure: (a) payment of the Loan, same being evidenced by the First Amended Mortgage Note of even date herewith and any modifications, extensions or renewals thereof, executed and delivered by Mortgagor to Lender, and payment of interest thereon at the rate(s) and in the manner provided therein; the entire principal amount advanced and all interest thereon, if not sooner paid, being due and payable by Mortgagor on **November 1, 2043**, as more particularly described in the Mortgage Note; and (b) payment by Mortgagor of its obligations to Lender of all sums expended or advanced by Lender pursuant to any provisions and performance of each and every of Lender's and Mortgagor's respective covenants, conditions and agreements contained in this Mortgage, the Note, the HOME-ARP Agreement, the Declaration of Restrictive Covenants, and any other instrument or agreement evidencing, securing or otherwise pertaining to the Loan (hereafter collectively, the "Loan Documents"). (Hereafter all references to the "Loan" where appropriate shall include all advances made and expenses incurred by Lender pursuant to this Mortgage for the protection of the Premises and all other security for the Loan.)

AND MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

Mortgagor agrees to pay the principal of and interest on the Loan evidenced by the Note and secured hereby, to be paid at the times and in the manner provided in the Note.

Mortgagor will pay or will have paid all taxes, assessments, liens, judgments and other similar charges now or hereafter levied upon the Premises before the same become delinquent, and will promptly deliver to Lender, if requested, receipts of the proper officers therefor; Mortgagor's failure to pay or to have paid any such charges shall at Lender's election constitute an Event of Default hereunder. Or, at Lender’s sole option in the event of delinquency, Lender may pay such delinquent taxes, assessments, and charges, including any penalties or interest thereon (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence) and any amount so paid by Lender shall become immediately due and payable by Mortgagor, shall be secured by this Mortgage and shall bear interest from date of advance until paid at an annual rate equal to twelve percent (12%).

Mortgagor hereby assigns to Lender all leases and rents, revenues, issues and profits of the Premises (whether or not payable under a lease) as further security for the payment of all amounts by Mortgagor and performance of all Mortgagor's obligations under the Loan Documents, and grants Lender the right to enter on the Premises for the purpose of collecting same, and to promote, manage and/or operate the Premises or any part thereof in such manner as Lender may elect, and to apply the revenues received therefrom, after payment of all necessary charges and expenses, to the obligations secured by this Mortgage, upon the occurrence and continuance of an Event of Default (as such term is defined in the Loan Documents). While this is a present assignment,

Lender will not exercise its rights hereunder unless and until an Event of Default occurs and is continuing. Mortgagor shall, and hereby agrees that it will, indemnify Lender, its officers, agents and employees for and hold each of them harmless from any and all claims and demands whatsoever which may be asserted against Lender, its officers, agents or employees by reason of any actual or alleged undertakings or obligations on Lender's part to perform or discharge any terms, covenants or agreements relative to use or occupancy of the Premises or any part thereof or for waste committed or permitted on the Premises, or by reason of any actual or allegedly dangerous or defective condition or conditions of the Premises resulting in loss or injury to any lessee or to any other person, including Lender's reasonable costs and attorney's fees incurred by reason of any of the foregoing. Provided, that said obligation to indemnify Lender shall not apply to any loss, injury or damage caused by the gross negligence or willful misconduct of Lender, its officers, agents or employees.

Mortgagor, at its own expense, will maintain insurance coverage with admitted insurers authorized to do business in the Commonwealth of Kentucky against claims for bodily injury, personal injury, death or property damage occurring on, in or about the Premises or as a result of ownership of the improvements located on the Premises in amounts not less than as set forth in the HOME-ARP Agreement. Mortgagor further covenants to keep the improvements now existing or hereafter erected on or in the Premises insured against loss or damage by, or abatement of rental income, resulting from fire and "all risk" perils. Mortgagor covenants to maintain flood insurance as required by the Flood Disaster Protection Act of 1973, as amended and any additional flood insurance required by Lender. All perils insured, with the exception of flood, shall be in an amount not less than the full replacement value of the property. Mortgagor agrees to promptly pay or have paid when due all premiums on such insurance and further agrees, if requested by Lender, to furnish a certificate from the company carrying such insurance acknowledging that such insurance is adequate in an amount to prevent the operation of any coinsurance provision contained therein. All such insurance shall be carried by companies approved by Lender in its reasonable discretion and, the policies and renewals thereof shall be deposited with and held by Lender. All policies of insurance required to be maintained by Mortgagor pursuant to this paragraph shall be reasonably satisfactory to the Lender, shall name as the insured parties Mortgagor and Lender, with a loss payable clause in favor of the Lender as a beneficiary and shall: (a) provide for the benefit of such holder or holders, that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given to all insured parties and that such insurance shall be given to all insured parties and that such insurance shall not be invalidated by any act or neglect of Mortgagor or Lender or any owner of the Premises, including Ground Lessor, nor by any foreclosure or other proceedings or notices thereof relating to the Premises or any interest therein, nor by occupation of the Premises for purposes more hazardous than are permitted by such policy; and (b) not contain a provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Premises against the peril involved, whether collectible or not.

Copies of all such policies shall be delivered to Lender. In the event of Mortgagor's failure to comply with any of the requirements of this paragraph, same shall at Lender's option constitute an Event of Default hereunder. Or, Lender may, in its discretion, upon a default in payment of the premium for any such policy by the Mortgagor and the expiration of any cure period for such default, obtain any insurance required hereunder and pay the premiums due

therefor, and any amounts so paid by Lender shall become immediately due and payable by Mortgagor with interest thereon at the rate of twelve percent (12%), and same shall be secured by this Mortgage.

In the event of any loss or damage to the Premises or any portion thereof, Mortgagor will give immediate notice thereof to Lender, and Lender may thereupon make proof of claim relative to such loss or damage, if same is not promptly made by Mortgagor. Mortgagor hereby authorizes Lender (should Lender so elect) to settle, adjust, or compromise any claims for loss, damage, or destruction under any such policy or policies of insurance and collect the proceeds thereof, and to this end hereby grants Lender the Mortgagor's power of attorney for such purposes (which power of attorney is a power coupled with an interest, same being irrevocable for the term of this Mortgage); provided, that Lender will exercise its rights under this sentence only if an Event of Default as defined herein and in any of the Loan Documents occurs and is continuing. All such proceeds of fire and extended coverage insurance, to the full extent of the Loan, are hereby assigned to Lender and shall be payable to Lender if Lender should so elect, and Mortgagor hereby authorizes and directs any affected insurance company to make payment thereof directly to Lender. All such insurance proceeds or any portion thereof shall be applied in whole or in part to restoration, repair, replacement, or rebuilding of the Premises. The delivery to Lender of any such policies or certificates of insurance, or renewals thereof, shall constitute an assignment to Lender of all unearned premiums thereon as further security for the payment of the Loan. In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Loan, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to Lender.

Mortgagor will have maintained or will maintain the Premises in good condition and repair and will not commit or allow any waste or destruction, reasonable wear and tear excepted. Mortgagor will comply with, or cause to be complied with, any applicable statutes, ordinances, regulations, or requirement of any governmental authority relative to the Premises and the use and maintenance thereof, and will promptly repair, restore, replace, or rebuild any part of the Premises now or hereafter subject to the lien of this Mortgage which may be damaged or destroyed by any casualty or as the result of any proceeding referred to herein. No buildings, structures, or improvements hereafter erected on the Premises shall be removed, demolished, or substantially or structurally altered in any respect by Mortgagor, on Mortgagor's behalf, or by any tenant or by any other party without the prior written consent of Lender by its duly authorized officer, Lender, and any person authorized by Lender, may enter upon and inspect the Premises at all reasonable times.

Except for the Permitted Encumbrances as defined in the Loan Documents, Mortgagor will not create, suffer or allow any charge, lien or encumbrance (whether superior or inferior to the lien of this Mortgage) upon the Premises or any part thereof, without the prior written consent of Lender by its duly authorized officer, which consent shall not be unreasonably withheld, conditioned or delayed. Mortgagor will pay or will have paid promptly when due any charges for utilities or services including but not limited to electricity, gas and water; should Mortgagor or any tenant fail to pay such charges, Lender may pay the same, and any amount so paid by Lender shall become immediately due and payable by Mortgagor with interest at the rate of twelve percent (12%) hereof until paid, and same shall be secured by this Mortgage.

If all or any part of the Premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the Loan then remaining unpaid, is hereby assigned by Mortgagor to Lender, who may collect and receive the same and give proper receipts therefor in the name of Mortgagor, and the same shall be paid forthwith to Lender. To such end, Mortgagor hereby grants to Lender the Mortgagor's power of attorney (which power of attorney is a power coupled with an interest and shall be irrevocable for the term of this Mortgage). Any award or payment so received by Lender during the occurrence and continuation of any Event of Default may, at the sole option of Lender, be retained and applied, in whole or in part, to the Loan (whether or not then due and payable), in such manner as Lender may determine and/or released, in whole or in part, to Mortgagor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been affected by such taking, alteration, or proceeding. Provided that absent the occurrence and continuation of an Event of Default, Lender will release said sums to Mortgagor, to be applied to restoration of the Premises. Lender shall not be obligated to see to the application of any amounts so released to Mortgagor. In the event of a material and adverse effect upon the value of the Premises by reason of any such damage, taking or acquisition, and should the proceeds or award payable therefor not satisfy in full the Loan, same shall constitute an Event of Default.

If Lender shall incur or expend any sums, including reasonable attorneys' fees, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lenders rights hereunder or under any other Loan Document, to protect the Premises as collateral for the Loan, or to recover any portion of the Loan, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the rate of twelve percent (12%) until paid. All such sums shall be secured by this Mortgage and shall be a lien on the Premises prior to any right, title, interest, or claim, in, to or upon the Premises attaching or accruing subsequent to the lien of this Mortgage.

Mortgagor will not hereafter lease the Premises, except leases executed in Mortgagor's ordinary course of business, nor will Mortgagor assign, alter, terminate or otherwise materially modify the terms of any lease affecting the Premises to which Mortgagor is a party, except residential leases, nor further encumber or assign (in whole or in part) the rents, revenues, income, or profits arising from the Premises or any portion thereof (except in connection with the Permitted Encumbrances) without the prior written consent of Lender by its duly authorized officer, or in any other manner impair the value of the Premises or the security of this Mortgage for the payment of the Loan.

Mortgagor will observe and perform all covenants, conditions, and agreements imposed on it by any lease or leases now or hereafter affecting the Premises, or any portion thereof. If Mortgagor shall default in its performance of any of the terms, covenants, conditions, or obligations imposed upon it by any such lease or leases, which default would give the other party or parties thereto the right to terminate or cancel said lease or leases and if same may have a material adverse effect on the value of the Premises as security or the Loan if such default is not cured within thirty (30) days of written notice to Mortgagor, then such default is considered an Event of Default at the sole option of Lender and the entire Loan shall become immediately payable and collectible by foreclosure or otherwise, without notice or demand. Provided, that in

the event of any such default by Mortgagor (whether as lessor, lessee, sub lessee or otherwise), after the expiration of all applicable cure periods, Lender shall have the right but not the obligation to cure any such default of Mortgagor, in such manner and to the extent Lender may deem advisable to protect its interest in the Premises. In the event that Lender should so elect, then any and all sums so expended by Lender relative to effecting any such cure shall become immediately due and owing Lender by Mortgagor, shall be secured hereby and shall bear interest at the rate of twelve percent (12%) until paid.

With respect to the Premises and the operation and promotion thereof, Mortgagor will keep or will cause to be kept proper books of record and account in accordance with generally accepted accounting principles consistently applied. Lender shall have the right to examine said books of record and account at such reasonable times and intervals as Lender may elect.

In the event that Lender (a) grants any extension of time or forbearance for payment of any portion of the Loan; (b) takes, or realizes, other additional security for the payment thereof; (c) waives or does not exercise any right granted herein, under the Note or under any other Loan Document; (d) grants any release, with or without consideration, of all or any part of the security held for the payment of the Loan; (e) amends or modifies in any respect with the consent of Mortgagor any of the terms and provisions hereof or of the Note; then and in any such event, such act or failure to act shall not release Mortgagor or (if applicable) any of its principals or any co-maker, sureties, or guarantors of this Mortgage or of the Note, under any covenant of this Mortgage, the Note or other Loan Documents, nor preclude Lender from exercising any right or privilege herein or therein granted or intended to be granted in the event of any other existing or subsequent default and without in any manner impairing or affecting the lien or priority of this Mortgage. Further, no delay or omission on the part of Lender in exercising any right or remedy hereunder or under any other Loan Documents shall operate as a waiver of such right or remedy or any other right or remedy. A waiver by Lender on any one occasion shall not be a bar to or waiver of any right or remedy on any further occasion. The rights and remedies provided herein and in the other Loan Documents are cumulative, and Lender may resort to any other right or remedy or any combination thereof available under the other Loan Documents or at law or in equity without first exhausting and without affecting or impairing the security of or any right or remedy afforded by this Mortgage. No waiver shall be effective as to Lender unless same shall be in writing by its duly authorized officer; any such waiver shall be construed strictly according to its terms.

Mortgagor will not hereafter make or permit, without the prior written consent of Lender by its duly authorized officer (a) any sale of the Premises, or the execution of any contract for deed relative to the Premises, or any assumption of the Loan, any condominium conversion or any use of the Premises or any part thereof for any purpose other than that presently contemplated by the parties hereto; (b) after completion of the renovations contemplated by the Plans and Specifications referenced in the HOME-ARP Agreement, any material alteration, removal or demolition of any buildings, improvements, fixtures, apparatus, machinery, and equipment now or hereafter located or erected upon the Premises except in the ordinary course of business; (c) any purchase or conditional sale, lease or agreement under which title is reserved in the vendor of any fixtures, apparatus, machinery, equipment or personal property in or upon any of the buildings or improvements comprising a part of the Premises; (d) except in connection with the Permitted

Encumbrances, any assignment of the revenues, rents, income or profits from the Premises; (e) except for the Permitted Encumbrances, any mortgage, lien or encumbrance upon the Premises, or any part thereof (whether prior or inferior to the lien of this Mortgage) affecting or adverse to the lien hereof, general and special taxes duly levied and assessed and not yet due and payable and any lease now or hereafter affecting any portion of the Premises; (f) a default under any document or agreement executed in connection with the Permitted Encumbrances. Any of the foregoing without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, shall be and constitute an Event of Default by Mortgagor on this Mortgage and on the Loan. Further, it is expressly understood that a default on either of the Senior Mortgages or any initiation of a foreclosure based on any lien shall be an Event of Default under this Mortgage and the principal amount of this Loan shall immediately become due and payable and Lender shall be entitled to recover the cost of collection, including reasonable attorney fees.

Upon the occurrence and continuance of an Event of Default, then, and in such event, at Lender's sole option, without further notice or demand, the same being hereby expressly waived by Mortgagor as evidenced by Mortgagor's execution of this Mortgage, the Loan shall become due, payable and collectible. Upon the occurrence and continuance of an Event of Default, in addition to any other right of remedy which Lender may now or hereafter have at law or in equity, and not by way of limitation, Lender shall have the right and power to exercise any or all or any combination of the following remedies: (a) to declare the Loan due and payable (and same shall thereupon be due and payable and to foreclose upon this Mortgage and the lien hereof; (b) to sell the Premises according to law as an entirety or in separate parcels; (c) to apply without notice (same being hereby expressly waived by Mortgagor) for the appointment of a receiver to collect the revenues and profits of the Premises and to preserve the security hereof as a matter of right, either before or after any foreclosure sale, without regard to the value of the Premises or any other property as security for the amount due Lender, or the solvency of any entity liable for the payment of such amounts; (d) to enter upon and take possession of the Premises without application to any court, with the irrevocable consent of Mortgagor as evidenced by Mortgagor's execution of this Mortgage, and collect the revenues, issues and profits thereof, and, without the appointment of any receiver or application being made therefor, to manage, promote and/or operate the Premises, either in Lender's name or Mortgagor's name, by whatever means Lender may elect, and receive all the revenues, issues and profits therefrom, and apply the same, after payment of all necessary charges and expenses deemed by Lender to be necessary, to payment of the Loan. All the foregoing rights and powers are effective and may be enforced by Lender either in conjunction with or without any action to foreclose this Mortgage, and without applying at any time for a receiver for the Premises. The foregoing rights and remedies are independent of and in addition to any statutory right to appointment of a receiver. Written notices required by the foregoing paragraph shall be sent by certified mail to the addresses provided herein. Any sale under this Mortgage shall operate to divest all right, title and interest of Mortgagor in and to the Premises and rights so sold; and shall be a perpetual bar both in law and equity against the Mortgagor and shall be in bar of any equity or right of redemption, the same being expressly waived by Mortgagor.

Notwithstanding Lender's right to invoke any remedies under the Loan Documents, the Lender agrees as follows:

1. Lender shall, upon serving Mortgagor with any notice of default pursuant to

Lender's Loan Documents, simultaneously serve a copy of such notice upon the Lenders who hold the Permitted Encumbrances defined in the HOME-ARP Agreement. Such notice shall outline in detail the default(s) under the Lender's Loan Documents. The Lenders shall thereupon have sixty (60) days after service of such notice upon it to remedy or cause to be remedied the defaults.

2. Lender will not proceed to enforce any of its rights and remedies under the Lender's Loan Documents, including without limitation the right to accelerate the indebtedness under the Note or initiate foreclosure proceedings to enforce the lien of this Mortgage until it has given Lenders at least sixty (60) days prior written notice as set forth above.

3. The Owner's understand that the Lender's rights are subject to the terms and conditions specified in the Lender's HOME-ARP First Amended Agreement, entered contemporaneously herewith.

All Notices required by this Mortgage to be sent to the Mortgagor and/or the Lender shall be sent to the following addresses:

For the Mortgagor:
Davis Park Station Limited Liability Limited Partnership
159 Old Georgetown Street
Lexington, Kentucky 40508
Attn: Johan Graham, President

With a copy to:
Community Equity Fund XXVII Limited Partnership
c/o Community Affordable Housing Equity Corporation
7700 Falls of Neuse Road, Suite 200
Raleigh, North Carolina 27615
Attention: Legal Department

and:
Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Asher Ball

For the Lender:
LFUCG, Division of Grants & Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507
Attn: Theresa Reynolds

The Mortgagor's limited partner and any of its members shall have the right, but not the obligation, to cure defaults under this Agreement or the Loan Documents, and any cure tended by

such entity shall be accepted or rejected as if made by Mortgagor.

Mortgagor represents and warrants that no hazardous substances are present on the Premises, except in compliance with all applicable state and federal laws and regulations relating thereto (collectively, "Environmental Laws"). Furthermore, Mortgagor represents, warrants and agrees that Mortgagor will not use, generate, treat, store, dispose of or otherwise introduce any such hazardous substances into or on the Premises except in compliance with all applicable Environmental Laws. Mortgagor represents, warrants and agrees that there is no current and will be no future unlawful physical (including environmental, natural, artificial, structural or chemical) hazard or potential hazard (including, without limitation, the presence, accumulation or storage of any toxin, toxic waste, toxic affluent or discharge) or condition in or on or affecting the Premises or affecting the health of any person in or on the Premises, except in compliance with all applicable Environmental Laws. The Mortgagor shall pay immediately when due the cost of removal of any such wastes or substances, and shall keep the Premises free of any lien imposed pursuant to laws, rules, regulations and orders pertaining to hazardous wastes or substances and the removal thereof; in the event Mortgagor fails to do so, it shall be deemed an Event of Default. The Mortgagor shall indemnify Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and cost incurred in the investigation, defense and/or settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any hazardous waste or substance referred to in this paragraph, or compliance with any federal, state or local laws, rules, regulations or orders relating thereto. The obligations of Mortgagor under this paragraph to indemnify Lender and hold Lender harmless shall survive payment of the Loan and Note and shall survive release of this Mortgage and shall extend to the representatives, successors and assigns of Lender.

Whenever used in this Mortgage, unless the context shall otherwise clearly require, the term "Mortgagor" shall include the heirs, representatives, successors and assigns, as the case may be, of Mortgagor and all persons claiming by, through, or under Mortgagor; the term "Mortgagor" shall include the successors and assigns, as the case may be, of Mortgagor and all persons claiming by, through, or under Mortgagor; the term "Lender" shall include the legal representatives, successors and assigns of Lender; the term "person" shall include any individual, partnership, corporation, trustee, or unincorporated association. The singular shall include the plural and the plural, the singular; the gender used shall include the other genders. The invalidity or unenforceability of any one (1) or more phrases, sentences, clauses or paragraphs of this Mortgage shall not affect the validity or enforceability of the remaining portions of this Mortgage or of any part hereof. If this Mortgage is invalid or unenforceable as to any part of the Loan, or if this Mortgage is invalid or unenforceable as to any part of the Premises, the unsecured or partially unsecured portion of the Loan shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Loan; and all payments made on the Loan, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Loan which is not secured or fully secured by this Mortgage.

All the terms, covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the respective representatives, successors and assigns, as the case may be, of the parties hereto.

In the event any existing lender discontinues the collection of funds to pay annual premiums for insurance and taxes and immediately upon the delivery of a written request, but subject to the terms of the Permitted Encumbrances, Mortgagor will pay or will have paid to Lender for the term of this Mortgage, on the same dates as payments of principal and/or interest are required to be made by Mortgagor, an amount equal to one-twelfth (1/12) of the annual premiums for insurance as may be required by Lender relative to the Premises, and one-twelfth (1/12) of the annual taxes and assessments assessed against the Premises. Lender shall hold all such sums so received for, and shall apply same to, payment of such taxes, assessments and insurance. Mortgagor shall receive no interest on any such sums received and held by Lender for the benefit of Mortgagor.

In the event of any inconsistency, in the terms and provisions of this Mortgage or any other Loan Document as to the rights and remedies of Lender, or in the event of any such inconsistency as between or among any two (2) or more Loan Documents, then in any such event Lender shall have the right at its sole option to elect which of such provisions shall govern.

This Mortgage may be executed by the parties in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

This Mortgage is taken, in part, to secure a loan made for the purpose of erecting, improving or adding to a building.

Notwithstanding any provision in any of the Loan Documents to the contrary, Lender acknowledges and agrees that (a) the Premises is or will be subject to a Declaration of Restrictive Covenants ("Declaration") or First Amended Declaration of Covenants and Restrictions ("Declaration"); (b) the recordation of the Declaration against the Premises is permitted under the terms of the Loan Documents; and (c) this Mortgage, and the terms and provision thereof, shall be subordinate to the Declaration, regardless of the order of recording of either document. "Declaration of Restrictive Covenants" or "First Amended Declaration of Covenants and Restrictions" means the extended low-income housing commitment, regulatory agreement or restrictive covenants executed or to be executed by Mortgagor setting forth certain terms and conditions under which the Premises is to be operated and which shall meet the requirements of Section 42(h)(6)(B) of the Internal Revenue Code of 1986, as amended, and the requirements of the HOME Investment Partnerships Program at 24 CFR Part 92.252.

The Lender consents to any agreement or arrangement in which a Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Mortgage including any provisions requiring the payment of money.

Notwithstanding the foregoing, the Mortgagor shall have no personal liability under this Mortgage, the Note, or any other Loan Document for the payment of the indebtedness evidenced by the Note and the performance of any other obligations of the Mortgagor under the Loan Documents (collectively, the "Indebtedness") except as otherwise provided in this Mortgage or any other Loan Document, and the Lender's only recourse for the satisfaction of the Indebtedness and the performance of such obligations shall be the Lender's exercise of its rights and remedies

under the Loan Documents with respect to the Mortgaged Property.

Invalidation of any one of the provisions of this Mortgage by judgment or Court order shall not affect any other provisions, which shall remain in effect.

PROVIDED, HOWEVER, that if Mortgagor shall pay the Note according to the terms thereof and the interest thereon, in the manner and at the times mentioned in the Note or otherwise in connection with the Loan, and shall pay Lender any and all sums due from Mortgagor to Lender under this Mortgage, and shall fully keep and perform all of the terms, covenants, conditions, stipulations, and agreements set out in any Loan Document or herein contained, then this Mortgage shall cease and be void, and the Lender shall, at Mortgagor's cost and request, release the same.

IN TESTIMONY WHEREOF, witness the signature of Mortgagor.

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SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE - MORTGAGOR

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: Davis Park Station GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of October, 2024, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508

The Land referred to herein below is situated in the County of Fayette, State of Kentucky, and is described as follows:

Being all of Lots No. 30 and 31 as shown on the Final Record Plan of Southend Park, Section 2, 757 De Roode Street, Fayette County, Kentucky, as shown by Plat of record in Plat Cabinet S, Slide 184, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property conveyed to Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, by that certain Special Warranty Deed, dated July 29, 2021, of record in Deed Book 3864, Page 110, and subsequently leased to Davis Station LLLP, by Memorandum of Ground Lease recorded in Book 4042, page 294 of the Clerk's Records of Fayette County, Kentucky.

4864-2507-1322, v. 1

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Fayette Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS

THIS RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS is made this _____ day of _____, 2024, by **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 (herein "Borrower"), **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government"), and **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, whose address is P. O. Box 171, Lexington, Kentucky 40588 ("Owner"). Owner is the holder of a fee simple interest, and Borrower is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto, and incorporated herein by reference (the "Property"), by virtue of that certain Ground Lease Agreement dated as of October 11, 2023, by and between Owner and Borrower (the "Ground Lease"). This Ground Lease is further evidenced by that certain Memorandum of Lease dated as of October 11, 2023, by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, as landlord, and **DAVIS PARK STATION LLLP**, a Kentucky limited liability limited partnership, as tenant, and of record in Deed Book 4042, Page 294 in the Office of the Clerk of Fayette County, Kentucky.

W I T N E S S E T H:

WHEREAS, LFUCG and the Borrower entered into that certain Declaration of Restrictive Covenants ("Declaration") dated October 11, 2023, and recorded in the Office of the Fayette County Clerk, and recorded in Deed Book 4042, Page 317-321, whereby the parties agreed to a loan through the Government's HOME-ARP Program, in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($950,000.00) for the construction of five (5) unit dwelling units in Davis Park Station ("Site" or "Property") for very low-income households. The affordability period for this Declaration was to remain in place for fifteen (15) years;

WHEREAS, the Borrower has requested additional funding in the amount of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($277,576.00) to complete the Project, bringing the loan total to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00);

WHEREAS, the Borrower has borrowed the sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00) pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the construction of five (5) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME-ARP program;

WHEREAS, Owner and Borrower, have executed an Amended Declaration of Covenants and Restrictions effective as of the day and year first above written.

NOW, THEREFORE, the Government hereby releases Declarant, the Declarant's heirs and assigns, and all future owners of the Property from the conditions, restrictions and reservations on the Property, located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, and which were recorded in Deed Book 4042, Page 317-321 in the Office of the Fayette County Clerk.

IN WITNESS WHEREOF, Declarant and Government have executed this Release from the Declaration of Restrictive Covenants effective as of the day and year first above written.

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the _____ day of _____, 2024, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

ATTEST:

_____
Urban County Council Clerk

SIGNATURE PAGE – BORROWER

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: DAVIS PARK STATION GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

SIGNATURE PAGE – OWNER

LEXINGTON COMMUNITY LAND TRUST, INC.,
a Kentucky non-profit corporation

BY: _____
Byron C. Mitchell, President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2024, by Byron C. Mitchell, as President of the Board of Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508

The Land referred to herein below is situated in the County of Fayette, State of Kentucky, and is described as follows:

Being all of Lots No. 30 and 31 as shown on the Final Record Plan of Southend Park, Section 2, 757 De Roode Street, Fayette County, Kentucky, as shown by Plat of record in Plat Cabinet S, Slide 184, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property conveyed to Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, by that certain Special Warranty Deed, dated July 29, 2021, of record in Deed Book 3864, Page 110, and subsequently leased to Davis Station LLLP, by Memorandum of Ground Lease recorded in Book 4042, page 294 of the Clerk's Records of Fayette County, Kentucky.

4859-8535-3693, v. 1

THIS INSTRUMENT PREPARED BY:

_____

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Fayette Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FULL SUBORDINATE LEASEHOLD MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

THAT CERTAIN SUBORDINATE LEASEHOLD MORTGAGE dated the 11th day of October, 2023, from **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal office is located at 159 Old Georgetown Street, Lexington, Kentucky 40508, to the undersigned, **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, as set out therein and recorded in Mortgage Book 10721, Page 390-406 in the Fayette County Clerk's Office, is now fully released and discharged.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand, by its duly authorized officer, on this the _____ day of _____, 2024.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
200 East Main Street
Lexington, Kentucky 40507
(859) 258-3100

BY: _____
SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Sally Hamilton, in her capacity as Chief Administrative Officer of the Lexington-Fayette Urban County Government, on this the _____ day of _____, 2024.

_____
Notary Public, State at Large, Kentucky
My Commission Number: _____
My Commission Expires: _____

4869-7907-5293, v. 1

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT, THE FINAL FORM OF WHICH IS SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW AND THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, WITH DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP, UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, TO ALLOCATE AN ADDITIONAL $277,576.00 OF FEDERAL FUNDS AWARDED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA), PENDING APPROVAL OF ANY NECESSARY BUDGET AMENDMENTS, TO PROVIDE HOUSING AND SUPPORTIVE SERVICES TO INDIVIDUALS AND HOUSEHOLDS WHO ARE HOMELESS, AT RISK OF HOMELESSNESS, OR OTHER VULNERABLE POPULATIONS AT DAVIS PARK STATION, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS RELATED TO THIS AMENDMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to an Agreement, the final form of which is subject to the approval of the Department of Law and the Division of Grants and Special Programs, with Davis Park Station Limited Liability Limited Partnership, under the HOME Investment Partnerships Program, to allocate an additional $277,576.00 of federal funds awarded under the American Rescue Plan Act (ARPA), pending approval of any necessary budget amendments, to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations at Davis Park Station.

Section 2 -- That the Mayor, on behalf of the Urban County Government, is further authored to execute any other documents related to this Amendment.

Section 3 –That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

0882-24 BS:Grants:4877-3247-3058, v. 2

RESOLUTION NO. 477 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO AN AGREEMENT, THE FINAL FORM OF WHICH IS SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW AND THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, WITH DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP, UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM, TO ALLOCATE AN ADDITIONAL $277,576.00 OF FEDERAL FUNDS AWARDED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA), PENDING APPROVAL OF ANY NECESSARY BUDGET AMENDMENTS, TO PROVIDE HOUSING AND SUPPORTIVE SERVICES TO INDIVIDUALS AND HOUSEHOLDS WHO ARE HOMELESS, AT RISK OF HOMELESSNESS, OR OTHER VULNERABLE POPULATIONS AT DAVIS PARK STATION, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER DOCUMENTS RELATED TO THIS AMENDMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment to an Agreement, the final form of which is subject to the approval of the Department of Law and the Division of Grants and Special Programs, with Davis Park Station Limited Liability Limited Partnership, under the HOME Investment Partnerships Program, to allocate an additional $277,576.00 of federal funds awarded under the American Rescue Plan Act (ARPA), pending approval of any necessary budget amendments, to provide housing and supportive services to individuals and households who are homeless, at risk of homelessness, or other vulnerable populations at Davis Park Station.

Section 2 -- That the Mayor, on behalf of the Urban County Government, is further authored to execute any other documents related to this Amendment.

Section 3 –That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0882-24 BS:Grants:4877-3247-3058, v. 2

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED HOME-ARP AGREEMENT

THIS AMENDMENT TO HOME-ARP AGREEMENT ("Amended Agreement"), made and entered into on this 6th day of February, 2025, 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 **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,** a Kentucky limited liability limited partnership, 159 Old Georgetown Street, Lexington, Kentucky 40508. (hereinafter referred to as "Borrower").

WHEREAS, Government and Borrower entered into an Agreement dated October 11, 2023 ("Agreement"), in which the Borrower as a recipient was allocated NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($950,000) of federal funds from the U.S. Department of Housing and Urban Development HOME Investment Partnerships Program – American Rescue Plan for the new construction of six (6) rental units for qualifying households or for other eligible costs as set forth in 24 CFR 92.2;

WHEREAS, the Agreement required the funds to be used in accordance with an approved budget;

WHEREAS, the parties now desire to amend the Agreement to reflect changes to the budget and supportive service. The Borrower has requested an additional award of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($277,576.00) for services, hereby amending the total loan amount to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00),

WHEREAS, the Agreement provides for all amendments to be in writing executed by Government and Borrower;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to the Amended Agreement amendments as follows:

SECTION 1
PARTICULAR COVENANTS

1.01 The Government hereby agrees to loan to Borrower the maximum sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00) (hereinafter "Loan"). This Loan shall be in the form of a Deferred Payment Loan for the term of twenty (20) years from the date of this Amended Agreement. The Deferred Payment Loan shall be at zero percent (0%) interest for the twenty (20) year period and shall be repayable in full at the end of the twenty (20) year period. Seventy three (73) units in Davis Park Station shall be new construction of multi-family housing located at 501 and 512 De Roode Street,

Lexington, Fayette County, Kentucky 40508 ("Project"). **The number of HOME-ARP funded units is six (6).**

1.07. No loan shall be made hereunder unless and until Borrower has delivered to Government a note in the amount of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/000 DOLLARS AND 00/100 CENTS ($1,227,576.00) and a leasehold mortgage securing said note, all within one (1) year of the date of this Amended Agreement for the purpose of securing the Loan made hereunder, which mortgage shall be upon the real property located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, together with all buildings and other structures now or hereafter erected or installed and all fixtures now or hereafter attached to or used in, or in the operation of any such lands, buildings and structures which are necessary to complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed. To the extent permitted by law, all personal property described in the subordinate leasehold mortgage shall be deemed to be fixtures and part of the property. As to any part of personal property not permitted by law to be fixtures, the leasehold mortgage shall constitute a security agreement under the Uniform Commercial Code.

1.08 For a period of twenty (20) years from the date on which development of the Project is completed, established as the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report, one hundred percent (100%) of the HOME-ARP six (6) units shall be rented to qualifying households (Homeless, At-Risk of Homelessness, Fleeing, or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking, Human Trafficking and Other Populations where providing supportive services or assistance under section 212(a) of NAHA (42U.S.C. 12742(a) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. (24 CFR 91.5), as determined by low HUD HOME rents. HOME-ARP units restricted to qualifying population. Owner shall use the Section 8 Program definition of annual gross income (24 CFR 5.609).

1.12 a. The Owner shall, on an annual basis, during a period of twenty (20) years from the date on which development is completed, review the income, family size and exclusions of all tenants in HOME-ARP units and determine if any are over-income. Development is deemed to be completed on the date the HUD's Integrated Disbursement and Information System (IDIS) accepts and records the Completion report. An over-income tenant is a household with an adjusted gross income exceeding eighty percent (80%) of the median income for the community. Owner shall not evict over-income tenants based on income. Owner shall increase the rent of the HOME-ARP unit to thirty percent (30%) of the household's adjusted gross income. HOME-ARP units vacated by an over-income tenant must be rented to a qualifying household tenant during the twenty (20) year period, except tenants of HOME-ARP-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to Section 42 of the Internal Revenue Code of 1986 (26 U.S.C. 42) must pay rent governed by Section 42. HOME-ARP units vacated by an over-income tenant must be rented to an income-eligible tenant for the duration of these covenants.

b. Should the adjusted gross income of a qualifying household renting a unit at the low HOME rate increase to greater than fifty percent (50%) of the median for the community but less than eighty percent (80%) of the median for the community during the term of the tenancy

and during the twenty (20) year period from the date on which development of the Project is completed, the Owner shall set the rent limits for qualifying household for the duration of the tenancy as established by HUD high-HOME rent as specified in 24 CFR 92.252(a). The Project is deemed to be completed on the date the initial tenant surveys are verified. Owner shall not evict such a tenant on the basis of the increase of the adjusted gross income.

1.44 SUPPORTIVE SERVICES. The Borrower agrees to partner with New Beginnings, Bluegrass, Inc. to provide supportive services and use the Continuum of Care's Coordinated Entry By-Name List to identify qualifying population. The Borrower will provide six (6) units of permanent housing to the defined qualifying population. The Borrower will update its Administrative Plan to give these applicants a waiting list preference.

- Services that assist individuals with the following:
    - Case management to assist tenants accessing resources for housing stability goals.
    - Life skills training to foster independence and self-sufficiency.
    - Referral services to connect tenants with additional community resources.

The Borrower also agrees to provide under the McKinney-Vento Supportive Services and Homeless Prevention Services. In partnership with the City of Lexington's workforce training center that is housed at Davis Park Station, AU Associates will facilitate the provision of the following employment assistance and job training services, which include learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.

- Services that assist individuals in securing employment consist of:
    - Employment screening, assessment, or testing;
    - Structured job skills and job-seeking skills;
    - Counseling or job coaching; and
    - Referral to community resources

In all other respects, except as specifically modified herein, the terms of the Agreement dated October 11, 2023, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 5th day of February, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Michelle Nelson KYNP80390
Notary Public, State At Large, Kentucky
My Commission Expires: October 3, 2027
Commission Number: KYNP80390

ATTEST:

Urban County Council Clerk

SIGNATURE PAGE – BORROWER

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: DAVIS PARK STATION GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of January, 2025, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

JESSICA L. WALLACE
NOTARY PUBLIC
STATE AT LARGE KENTUCKY

_____
Notary Public, State At Large, Kentucky
My Commission Expires: 4/21/2027
Commission Number: KYNP 71143

4916-8081-8706, v. 1

THIS INSTRUMENT PREPARED BY:

Brittany Griffin Smith, Esq.
Lexington-Fayette Urban County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

RETURN TO:
Lexington-Urban County Government
Division of Grants and Special Programs
200 East Main Street, 6th Floor
Lexington, Kentucky 40507

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF GRANTS AND SPECIAL PROGRAMS
FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

This **FIRST AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS** ("Amended Declaration") is made this _____ day of _____, 2025, by **DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP**, a Kentucky limited liability limited partnership, whose principal address is 159 Old Georgetown Street, Lexington, Kentucky 40508 (herein "Borrower"), **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("Government"), and **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, whose address is P. O. Box 171, Lexington, Kentucky 40588 ("Owner"). Owner is the holder of a fee simple interest, and Borrower is the holder of a leasehold interest, in that certain real estate located in Fayette County, Kentucky, more particularly described in **Exhibit A**, attached hereto, and incorporated herein by reference (the "Property"), by virtue of that certain Ground Lease Agreement dated as of October 11, 2023, by and between Owner and Borrower (the "Ground Lease"). This Ground Lease is further evidenced by that certain Memorandum of Lease dated as of October 11, 2023, by and between **LEXINGTON COMMUNITY LAND TRUST, INC.**, a Kentucky non-profit corporation, as landlord, and **DAVIS PARK STATION LLLP**, a Kentucky limited liability limited partnership, as tenant, and of record in Deed Book 4042, Page 294 in the Office of the Clerk of Fayette County, Kentucky.

W I T N E S S E T H:

WHEREAS, LFUCG and the Borrower entered into that certain Declaration of Restrictive Covenants ("Declaration") dated October 11, 2023, and recorded in the Office of the Fayette County Clerk in Deed Book 4042 Page 317-321, whereby the parties agreed to a loan through the Government's HOME-ARP Program, in the amount of NINE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS ($950,000.00) for the construction of six (6) unit dwelling units in Davis Park Station ("Site" or "Property") for very low-income households;

WHEREAS, the Borrower has requested additional funding in the amount of TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($277,576.00) to complete the Project, bringing the loan total to ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00);

WHEREAS, the Borrower has borrowed the sum of ONE MILLION TWO HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SIX DOLLARS AND 00/100 CENTS ($1,227,576.00) pursuant to the Government's HOME-ARP Program and HUD's HOME Investment Partnerships Program for the construction of six (6) affordable rental units on the herein described Site, and in consideration of such loan, Owner intends to establish covenants, conditions and restrictions running with the land to comply with the requirements of the HOME-ARP program;

WHEREAS, Owner and Borrower, have executed an Amended Declaration of Covenants and Restrictions effective as of the day and year first above written.

NOW, THEREFORE, the Government hereby releases Declarant, the Declarant's heirs and assigns, and all future owners of the Property from the conditions, restrictions and reservations on the Property, located at **501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508**, and which were recorded in Deed Book 4042, Page 317-321 in the Office of the Fayette County Clerk.

IN WITNESS WHEREOF, Declarant and Government have executed this Release from the Declaration of Restrictive Covenants effective as of the day and year first above written.

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SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE – LFUCG

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this the 5th day of February, 2025, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government.

Notary Public, State At Large, Kentucky
My Commission Expires: October 3, 2027
Commission Number: KYNP80390

ATTEST:

Urban County Council Clerk

SIGNATURE PAGE – BORROWER

DAVIS PARK STATION LIMITED LIABILITY LIMITED PARTNERSHIP,
a Kentucky limited liability limited partnership

By: DAVIS PARK STATION GP, LLC,
a Kentucky limited liability company,
its General Partner

By: _____
Johan Graham, Member

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 28th day of January, 2025, by Johan Graham, as Member of Davis Park Station GP, LLC, a Kentucky limited liability company, the General Partner of Davis Park Station Limited Liability Partnership, a Kentucky limited liability limited partnership, for and on behalf of said company.

_____
Notary Public, State At Large, Kentucky
My Commission Expires: 4/21/2027
Commission Number: KYNP 71143

SIGNATURE PAGE – OWNER

LEXINGTON COMMUNITY LAND TRUST, INC.,
a Kentucky non-profit corporation

BY: _____
Byron C. Mitchell, President

COMMONWEALTH OF KENTUCKY)
) SCT
COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4th day of February, 2025, by Byron C. Mitchell, as President of the Board of Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, for and on behalf of said corporation.

VINICIUS W PAIVA
COMMISSION # KYNP95710
NOTARY
PUBLIC
Exp. 01/02/2029
STATE AT LARGE, KENTUCKY

_____
Notary Public, State At Large, Kentucky
My Commission Expires: 1/02/2029
Commission Number: KYNP95710

EXHIBIT A

501 and 512 De Roode Street, Lexington, in Fayette County, Kentucky 40508

The Land referred to herein below is situated in the County of Fayette, State of Kentucky, and is described as follows:

Being all of Lots No. 30 and 31 as shown on the Final Record Plan of Southend Park, Section 2, 757 De Roode Street, Fayette County, Kentucky, as shown by Plat of record in Plat Cabinet S, Slide 184, in the Office of the Clerk of Fayette County, Kentucky.

Being the same property conveyed to Lexington Community Land Trust, Inc., a Kentucky non-profit corporation, by that certain Special Warranty Deed, dated July 29, 2021, of record in Deed Book 3864, Page 110, and subsequently leased to Davis Station LLLP, by Memorandum of Ground Lease recorded in Book 4042, page 294 of the Clerk's Records of Fayette County, Kentucky.

4913-1211-3170, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0883-24

File ID: 0883-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 08/30/2024

File Name: Request Council authorization to execute Change Order No. 3 with Prime AE in the amount of $44,300.00 for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7 increasing the design amount from $360,823.00 to $405,123.00.

Final Action: 09/26/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Agreement with Prime AE (formerly Integrated Engineering, PLLC), for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7, increasing the Contract price by the sum of $44,300 and raising the total Contract price from $360,823 to $405,123. [Div. of Engineering, Burton]

Notes:

Sponsors:

Enactment Date: 09/26/2024

Attachments: 25-MNA-bluesheet memo - Contrat Amendment#3, 20240829_MEADOWS -NORTH D-L °^ASE 7, MNA Phase 7 Rosemary Ave., RESO 0883-24 (Change Order 3 for Meadows.Northland.Arlington) 4879-7819-4657 v.1.docx, R-476-2024

Enactment Number: R-476-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/26/2024		
2	Urban County Council	09/26/2024	Approved				Pass

Text of Legislative File 0883-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. Three (3) to the Agreement with Prime AE (formerly Integrated Engineering, PLLC), for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7, increasing the Contract price by the sum of $44,300 and raising the total Contract price from $360,823 to $405,123. [Div. of Engineering, Burton]

Summary

Authorization to execute Change Order No. 3 with Prime AE in the amount of $44,300.00 for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7 increasing the design amount from $360,823.00 to $405,123.00. Funds are Budgeted.

(L0883-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: yes

Account Number: 3120-303202-3211-91713

This Fiscal Year Impact: $44,300

Annual Impact: $0

Project: CDBG_2024

Activity: C03

Budget Reference: 2024

Current Balance: $395,053.33

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

FROM: **THERESA REYNOLDS, DIRECTOR**
GRANTS & SPECIAL PROGRAMS

DATE: **August 29, 2024**

SUBJECT: **Authorization to Execute Change Order No. 3 with Prime AE (previously Integrated Engineering) for design services of Meadows/Northland/Arlington Public Improvement Project, Phase 7**

Request: Request Council authorization to execute Change Order No. 3 with Prime AE in the amount of $44,300.00 for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 7 increasing the design amount from $360,823.00 to $405,123.00.

Why are you requesting it? On April 21, 2016 (Resolution No. 202-2016), Council approved the execution of an agreement with Integrated Engineering, PLLC in the amount of $319,000.00 for the design of Meadows/Northland/Arlington Public Improvements Project, Phases 6A-6C

On August 29, 2019 (Resolution No. 452-2019), Council approved Change Order No. 1 with Integrated Engineering, PLLC in the amount of $32,320.00 for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 6A2

On January 28, 2021 (Resolution No. 038-2021), Council approved Change Order No. 2 with Integrated Engineering, PLLC in the amount of $9,503.00 for design services of Meadows/Northland/Arlington Public Improvements Project, Phase 6B1 and 6B2.

The Division of Engineering requests to amend Prime AE (previously Integrated Engineering) contract to include a survey, preliminary and final design and construction administration of Phase 7, Rosemary Avenue.

As the project was split into different phases to best accommodate the use of federal funds as awarded. The Division of Grants and Special Programs concurs with the Division of Engineering's request.

What is the cost in this budget year and future budget years? The cost for Fiscal Year 2025 is $44,300.00.

Are the funds budgeted? Yes

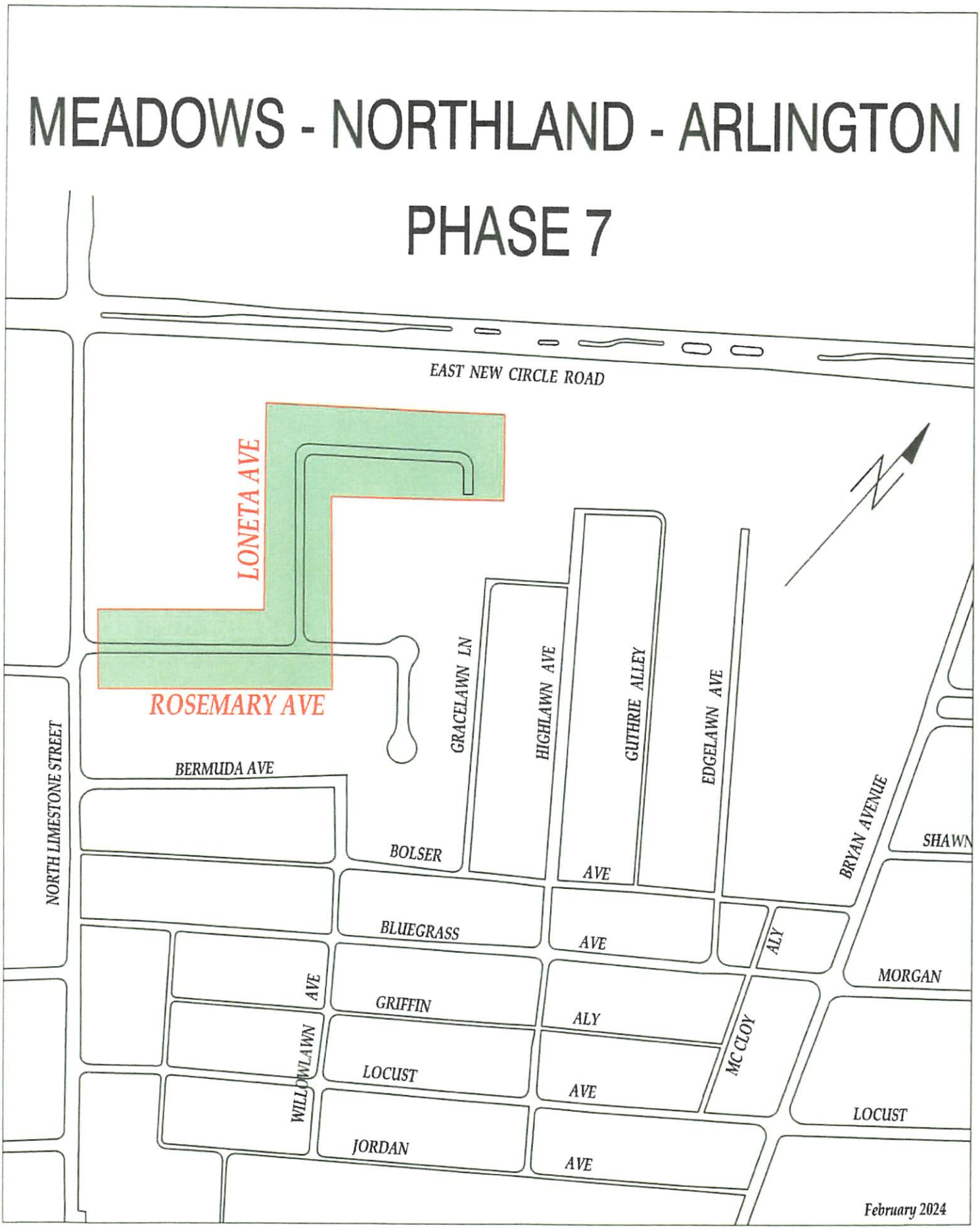
FUND	DEPT ID	SECTION	ACCOUNT	PROJECT	BUD REF	ACTIVITY	AMOUNT
3120	303202	3211	91713	CDBG_2024	2024	C03	$44,300.00
						TOTAL	$44,300.00

File Number: 0883-24

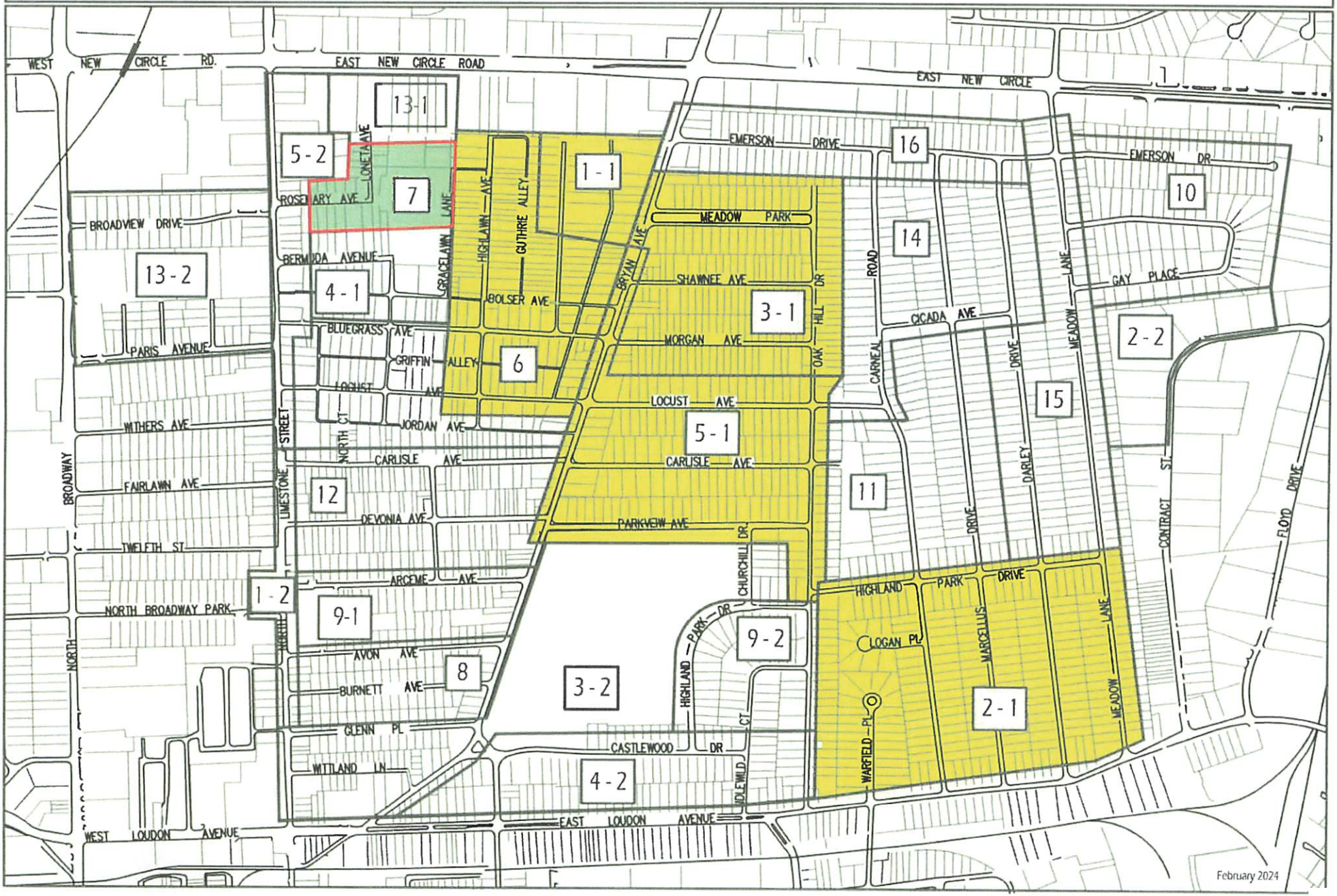
Director/Commissioner: Burton/Albright

MEADOWS - NORTHLAND - ARLINGTON

PHASE 7



Meadows - Northland - Arlington - Project Area



For Environmental Clearance...

- MNA-7 – **Rosemary Ave. & Loneta Ave.**, Rosemary Ave. beginning at its intersection with North Limestone to its intersection with Loneta Ave., continuing down Loneta Ave. to end of street;

Addresses included...

1426 North Limestone
1532 North Limestone
101-114 Rosemary Ave.
116 Rosemary Ave.
118 Rosemary Ave.
101 Loneta Ave.
103-110 Loneta Ave.
114 Loneta Ave.
116 Loneta Ave.
118 Loneta Ave.
121 Loneta Ave.
125 Loneta Ave.

-Reconstruction on Rosemary Ave. and Loneta Ave. will include installing curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.

CDBG Estimated Cost: $1,100,000 + $400,000 Estimated Sanitary Sewer Cost

CDBG Capital Plan, 2025-2029

August 5, 2024

2022 - MNA-6A - **Edgelawn Ave.**
Completed

2023 - MNA-6B1&B2 - **HighLawn Ave. & Bluegrass Ave. (Highlawn East to Bryan Ave.)**
Completed

2024 - MNA-6C1&2 - **Locust Ave. (Highlawn East to Bryan Ave.)**
Completed

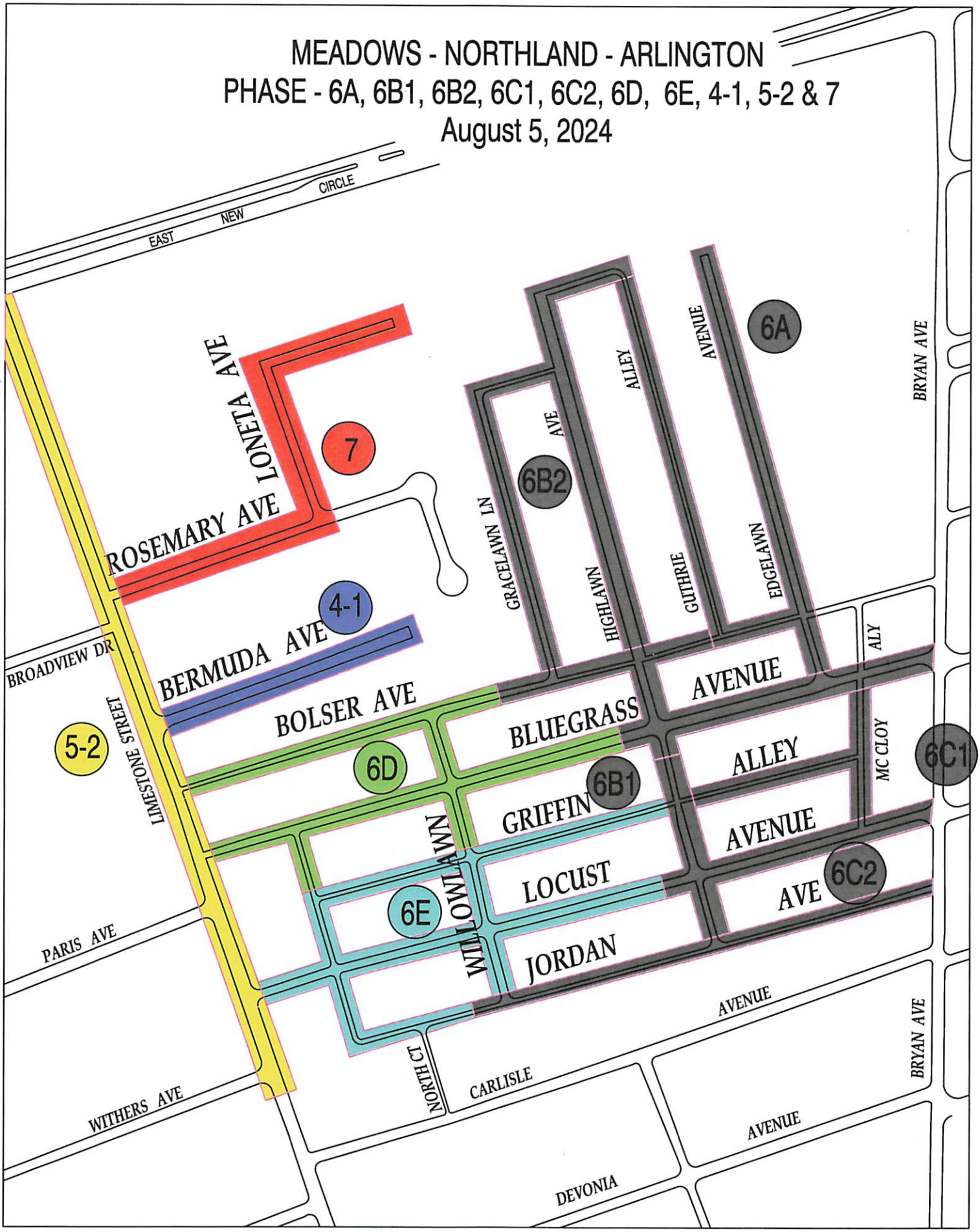
2025 - MNA-7 – **Rosemary Ave. & Loneta Ave.**, Rosemary Ave. beginning at its intersection with North Limestone to its intersection with Loneta Ave., continuing down Loneta Ave. to end of street;
-Reconstruction on Rosemary Ave. and Loneta Ave. will include installing curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
CDBG Estimated Cost: $1,200,000 + $350,000 Estimated Sanitary Sewer Cost

2026 - MNA-4-1 – **Bermuda Ave.**, Bermuda Ave. beginning at its intersection with North Limestone to the end of street;
-Reconstruction on Bermuda Ave. will include installing curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
CDBG Estimated Cost: $850,000 + $250,000 Estimated Sanitary Sewer Cost

2027 - MNA-5-2 – **Limestone Street**, from Withers Ave. to New Circle Road;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
Roadway Design & Construction will utilize KYTC Funding (SLX)
CDBG Estimated Cost: $0 + $690,000 Estimated Sanitary Sewer Cost

2028 - MNA-6D – **Bluegrass Ave.**, from Highlawn Ave. to Limstone Street, Bolser Ave. from Gracelawn Lane to Limestone Street;
- on Blugrass Ave. this includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way. On Bolser Ave. this includes reconstruction of the roadway and replacing sanitary sewer within the public right-of-way.
CDBG Estimated Cost: $1,850,000 + $500,000 Estimated Sanitary Sewer Cost

2029 - MNA-6E – **Locust Ave.**, from Highlawn Ave. to Limestone Street, Griffin Alley from Highlawn to Jordan Ave. and Jordan Ave. from Willowlawn Ave. to Blugrass Ave.;
- on Locust Ave. this includes installing curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way. On Griffin Alley and Jordan Ave. this includes reconstruction of the roadway and replacing sanitary sewer within the public right-of-way.
CDBG Estimated Cost: $2,250,000 + $620,000 Estimated Sanitary Sewer Cost


MEADOWS - NORTHLAND - ARLINGTON
PHASE - 6A, 6B1, 6B2, 6C1, 6C2, 6D, 6E, 4-1, 5-2 & 7
August 5, 2024
EAST NEW CIRCLE
ROSEMARY AVE
LONETA AVE
7
6A
AVENUE
ALLEY
AVE
6B2
BRYAN AVE
GRACELAWN LN
HIGHLAWN
GUTHRIE
EDGELAWN
4-1
BERMUDA AVE
BROADVIEW DR
ALY
AVENUE
BOLSER AVE
BLUEGRASS
5-2
LIMESTONE STREET
6D
6B1
ALLEY
MC CLOY
6C1
GRIFFIN
AVENUE
WILLOWLAWN
LOCUST
6C2
6E
AVE
PARIS AVE
JORDAN
AVENUE
BRYAN AVE
NORTH CT
CARLISLE
WITHERS AVE
AVENUE
DEVONIA

ORIGINAL CONTRACT

RESOLUTION NO. 202 -2016

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH INTEGRATED ENGINEERING, PLLC, FOR THE DESIGN OF THE MEADOWS/ NORTHLAND/ ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 6A - 6C, AT A COST NOT TO EXCEED $319,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Integrated Engineering, PLLC, for the design of the Meadows/ Northland/ Arlington Public Improvements Project, Phase 6A - 6C.

Section 2 - That an amount, not to exceed the sum of $319,000.00, be and hereby is approved for payment to Integrated Engineering, PLLC, from account #3120-303202-91713, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 21, 2016

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

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CHANGE ORDER # 1

RESOLUTION NO. 452 - 2019

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. ONE (1) TO THE AGREEMENT WITH INTEGRATED ENGINEERING, PLLC, FOR DESIGN SERVICES OF MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 6A2, INCREASING THE CONTRACT PRICE BY THE SUM $32,320.00 FROM $319,000.00 TO $351,320.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. One (1) to the Agreement, which is attached hereto and incorporated herein by reference, with Integrated Engineering, PLLC, for design of the Meadows/Northland/Arlington Public Improvements Project, Phase 6A2, increasing the Contract Price by the sum of $32,320.00 from $319,000.00 to $315,320.00.

Section 2 - That an amount not to exceed the sum of $32,320.00, be and hereby is approved for payment to Integrated Engineering, PLLC., from account #3120-303202-91713 pursuant to the terms of Change Order One (1).

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: August 29, 2019

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0794-19_MMM_X:\CASES\COMDEV\19-LE0001\LEG\00663502.DOCX

CHANGE ORDER #2

RESOLUTION NO. 038 - 2021

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. TWO (2) TO THE AGREEMENT WITH INTEGRATED ENGINEERING, PLLC, FOR DESIGN SERVICES OF MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASES 6B1 AND 6B2, INCREASING THE CONTRACT PRICE BY THE SUM OF $9,503.00 AND RAISING THE TOTAL CONTRACT PRICE FROM $351,320.00 TO $360,823.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Two (2) to the Agreement, which is attached hereto and incorporated herein by reference, with Integrated Engineering, PLLC, for design services of the Meadows/Northland/Arlington Public Improvements Project, Phases 6B1 and 6B2, increasing the Contract Price by the sum of $9,503.00 and raising the total Contract Price from $351,320.00 to $360,823.00.

Section 2 - That an amount, not to exceed the sum of $9,503.00, be and hereby is approved for payment to Integrated Engineering, PLLC., from account #3120-303202-91713 pursuant to the terms of Change Order No. Two (2).

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: January 28, 2021

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0027-21:BGS:X:\CASES\COMDEV\21-LE0001\LEG\00717491.DOCX

MAYOR LINDA GORTON

LEXINGTON

DOUG BURTON
DIRECTOR
ENGINEERING

MEMORANDUM

TO: Theresa Reynolds
Director Grants and Special Programs

FROM: W. Douglas Burton, P.E.
Director of Engineering

SUBJECT: Recommendation of Contract Amendment #3
Contract #89-2016 - Meadows-Northland-Arlington
Neighborhood Improvement Projects Phases 6A – 6C

DATE: August 19, 2024

Enclosed please find Contract Amendment #3 for the MNA-Phase 6A – 6C Project. The purpose is to amend Prime AE (previously Integrated Engineering) contract to include Design Services for Rosemary Ave. This Design is necessary to complete the remaining Area's of Phase 6.

There is no additional design work needed for Sanitary Sewers associated with this amendment. The total amount for Contract Amendment #3 is $44,300 bringing the new total to $405,123.

C: Mark Feibes, P.E.
Andrew Grunwald, P.E.

24.CO#3-Design Services MNA-6.doc

RECEIVED
AUG 20 2024
GRANTS & SPECIAL PROGRAMS

101 East Vine St . Suite 400. Lexington. KY 40507 / 859.258.3410 Phone / 859.258.3458 Fax / lexingtonky.gov

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION #2

Date: August 7, 2024
Project: Meadows-Northland-Arlington Phase 6
Location: Rosemary Ave.

To : Integrated Engineering (Now Prime AE)
651 Permeter Drive, Suite 300
Lexington KY 40517

Resolution No: 202-2016
Contract Modification No: 3

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL	Phase 6C-1 Construction Administration	LS	1	$ 8,000.00	$ 8,000.00	$ -
2	DEL	Pahse 6C-2 Final Design	LS	1	$ 24,000.00	$ 24,000.00	$ -
3	ADD	Phase 7 - Rosemary Ave - Survey	LS	1	$ 17,500.00	$ -	$ 17,500.00
4	ADD	Phase 7 - Rosemary Ave - Preliminary and Final Design	LS	1	$ 49,000.00	$ -	$ 49,000.00
5	ADD	Phase 7 - Rosemary Ave - Construction Administration	LS	1	$ 9,800.00	$ -	$ 9,800.00
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

Total decrease	$ 32,000.00	
Total increase		$ 76,300.00
Net (increase) in contract price		$ 44,300.00

Current Contract Amount = $360,823.00

New Contract Amount = $405,123.00

Recommended by _____ (Proj. Engr.) Date 8/7/24

Accepted by _____ (Consultant) Date 8/7/24

Approved by _____ (Urban Co. Engr.) Date 8/19/24

Approved by _____ (Commissioner) Date 8/19/24

Approved by _____ (Mayor or CAO) Date _____

JUSTIFICATION FOR CHANGE	PROJECT: MNA-6A- 6C
	RESOLUTION NO. 202-2016
	CHANGE ORDER: 3

1. Necessity for change:

2. Is proposed change an alternate bid? ___Yes _X_No
3. Will proposed change alter the physical size of the project? ___Yes _X_No
   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No
   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____
Mayor Date

CONTRACT HISTORY FORM

Project Name: MNA Neighborhood Improvements Project Phases 6A - 6C Engineering Services

Contractor: Integrated Engineering

Contract Number and Date: 89-2016 April 21, 2016

Responsible LFUCG Division: Division of Engineering

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount:	$ 319,000.00	
Next Lowest Bid Amount: N/A		
B. Amount of Selected Alternate or Phase:	$	
C. Cumulative Amount of All Previous Alternates or Phases:	$ 319,000.00	
D. Amended Contract Amount:	$ 319,000.00	
E. Cumulative Amount of All Previous Change Orders:	$ 41,823.00	13.1% *(Line E / Line D)*
F. Amount of This Change Order:	$ 44,300.00	13.9% *(Line F / Line D)*
G. Total Contract Amount:	$ 405,123.00	

SIGNATURES

Project Manager: Andrew Grunwald, P.E. Date: 8/7/24

Reviewed by: Mark Feibes, P.E. Date: 08/07/24

Division Director: W. Douglas Burton, P.E. Date: 8/19/24

Lexington
651 Perimeter Drive, Suite 300
Lexington KY 40517
859.368.0145

March 7, 2024

Andrew Grunwald, PE
LFUCG Engineering
101 East Vine Street; 4th Floor
Lexington, KY 40507

Subject: *Civil Engineering Services Proposal*
Meadows-Northland-Arlington (MNA) Rosemary Avenue - Lexington, KY

Dear Andrew,

PRIME AE Group, Inc. (PRIME AE) would like to thank you for the opportunity to submit a proposal for the needed professional civil engineering services associated with the development of plans for replacement and addition of curb and gutter and sidewalk, pavement replacement, replacing existing sanitary sewer and addition of storm sewer structures and piping for the designated areas delineated in Exhibit A along Rosemary Avenue and Loneta Avenue in Lexington, Kentucky of this proposal. Based on our understanding and design experience working on similar projects in the region we offer the following scope of services and associated fees:

Survey ***$17,500***

- Corridor Survey: PRIME AE will provide a new topographic survey or the corridor as shown in the exhibit including roadway, curb and gutter, sanitary sewers, and storm sewers in the area. The limits are to the back of sidewalk/right of way.

- Right of way / Deed Research: PRIME AE Group, Inc. will obtain plat and deed information as listed on the PVA and County Clerks office to reconcile properties with found field items (fences, hedges, property pins, etc). This will not be to the levels of a boundary survey but will supplement GIS information provided by LFUCG.

- Existing Conditions Plan: PRIME AE will utilize the new topographic survey and create an Existing Conditions plan for the Civil Package.

Improvement Plans Civil Package (Preliminary and Final Design) ***$49,000***

PRIME AE will prepare The Improvement Plans Civil Package that will be utilized for the construction of the project. Our scope of services will include the following:

- Preliminary Plan / Profile: The preliminary plans will be provided at an accelerated schedule for early review and comment.
- Demolition Plan: The Demolition Plan will include any necessary demolition plans and notes as needed in preparation of the new construction.
- Overall Road Plan, Road Plan and Profile, Storm Sewer Plan and Profile, Sanitary Sewer Plan and Profile, and Erosion Control Plans: A complete Civil Package Plan set will be created for the bidding and construction of this project. The plan sheets may be individual sheets or may be combined if appropriate.
    - Overall Road Plan
    - Road Plan and Profiles (20 scale)
    - Storm Sewer Plan and Profiles
    - Sanitary Sewer Plan and Profiles, including lateral connections
    - Erosion Control Plan
    - Erosion Control Notes and Details

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- Construction Details: The Detail Sheet(s) will include pavement details based upon input and design recommendations by the project geotechnical engineer (if applicable). If a pavement design is not provided by the geotechnical engineer, PRIME AE Group, Inc. will select standard pavement design provided by LFUCG standards. The detail sheet will include curb, sidewalk, entrance aprons, and retaining wall details (if needed).
- Preparation of Contract Documents: PRIME AE will prepare a full set of contract documents to include the advertising of the bid, information for bidders, form of proposal, general and special conditions, the contract agreement, sections for performance and payment bonds and the technical specifications for the project.
- Meetings: PRIME AE will attend any needed coordination meetings associated with our preparation of the Improvement Plans Civil Package

Bidding and Construction Administration ***$9,800***

PRIME AE will provide the needed administration services during the bidding and construction phases of this project. Our services will include the following:

- Bidding Phase Contractor Coordination (i.e., Q&A, addendum preparation, etc.)
- Pre-Construction Meeting Assistance & Attendance
- Shop Drawing Review (2 Reviews per Submittal)
- Assistance & Attendance at Monthly Construction Progress Meetings
- Up to 5 As-Need Site Visits During Construction
- Answer Contractor Questions (RFI's, etc.)
- Punch List / Final Walk Though Meeting with Contractor

Total Lump Sum Base Fee	$76,300

ADDITIONAL SERVICES

Additional Services Rates:

Easement Plats: $3,500 Each

Any additional services defined in this proposal will be billed according to the following rates:

Project Manager	$190.00 per hour
Project Engineer (PE)	$180.00 per hour
Professional Land Surveyor (PLS)	$160.00 per hour
Project Engineer (EIT)	$125.00 per hour
Senior Engineering Technician	$125.00 per hour
2 Person Field Crew (Party Chief & Instrument Person)	$185.00 per hour
1 Person Robotic Crew / GPS	$145.00 per hour
Clerical	$95.00 per hour

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859.368.0145

Exclusions to Scope of Work:

It is understood that PRIME AE shall not be providing any of the following services as part of this project unless specifically directed by the Client and authorized by an amended agreement: PRIME AE can solicit sub-consultants for these tasks, or if selected by the Client; we will incorporate their information into our plans.

Boundary & Topographic (ALTA Survey)
Permitting
Stormwater Management Plan and Stormwater Detention
Traffic Engineering Services ((i.e., Traffic Impact Studies & Traffic Micro-Simulations)
Geotechnical Exploration
Construction Inspection and Staking
Environmental Assessments
Recording Fees
Any item not specifically outlined above in our scope of services.

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859.368.0145

Closure

Our work under this Proposal shall be performed in accordance with PRIME AE's Standard Terms and Conditions, attached hereto and hereby incorporated herein and made a part of this Proposal for all purposes as if fully set forth herein. If you agree with this Proposal, please return an executed copy of this Proposal. This fee is good for 90 days from the date of signature.

If you have any questions, please feel free to contact me.

Sincerely,

Stephen Garland, PE
PRIME AE Group, Inc.

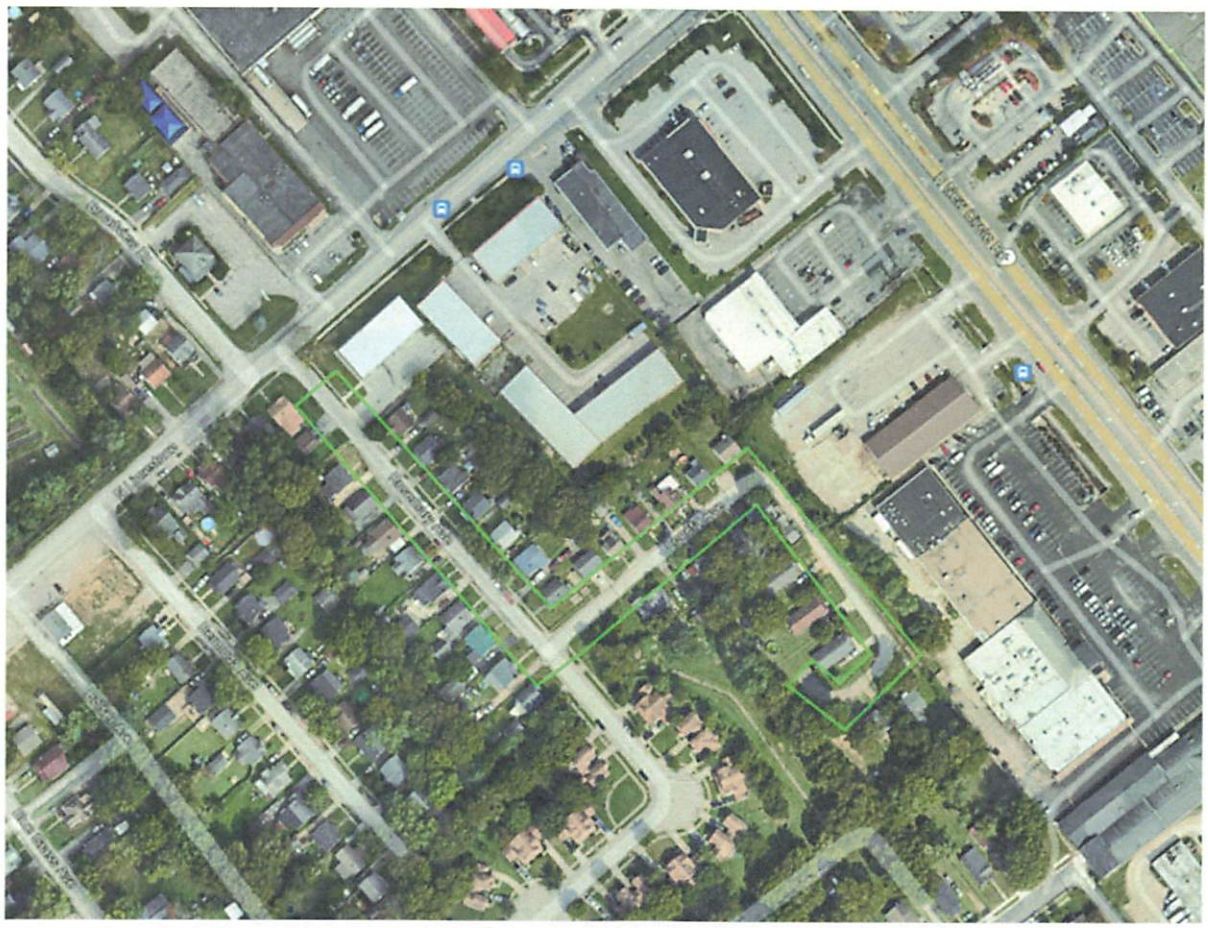
Enclosures: Exhibit A (Project Limits)
PRIME AE Group, Inc. Standard Terms & Conditions

Cc: Bill Lester, PE (PRIME AE Group, Inc.)

AGREED TO BY CLIENT:		AGREED TO BY PRIME AE GROUP, INC.:	
NAME:	TITLE:	NAME: Stephen Garland	TITLE: Director
DATE:		DATE:	

Lexington
651 Perimeter Drive, Suite 300
Lexington KY 40517
859.368.0145

Exhibit A



1. **General**. These Standard Terms & Conditions, together with the accompanying proposal, constitute the full and complete Agreement between PRIME AE Group, Inc. (and its affiliates and subsidiaries) ("PRIME AE") and the entity or person to whom the proposal is addressed ("Client") to perform basic or additional services as set forth in the proposal. PRIME AE and Client may be referred to collectively herein as "the parties", and any one of them may be referred to as "a party". The technical and pricing information in the proposal is the confidential and proprietary property of PRIME AE and shall not be disclosed or made available to third parties without the written consent of PRIME AE. Unless otherwise specified in the proposal, the proposal fees and schedule constitute PRIME AE's best estimate of the charges and time required to complete the project. As the project progresses, site conditions, changes in the law, or other unknown facts or events may dictate revisions in scope and fee. PRIME AE will inform Client of such situations so that proposal revisions can be accomplished. The parties agree to negotiate such revisions in good faith.

2. Performance of Services. PRIME AE's services will be performed in accordance with generally accepted practices and ordinary skill and care of architects, engineers, scientists and/or technical professionals providing similar services at the same time, in the same locale, and under like circumstances. Client agrees that PRIME AE has been engaged to provide professional services only, and that PRIME AE does not owe a fiduciary duty or responsibility to Client. There are no intended third-party beneficiaries to this Agreement. No other warranty, express or implied, is included or intended by the Agreement. PRIME AE is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between PRIME AE and Client or its subcontractors or consultants. PRIME AE does not represent or warrant that any permit or approval will be issued by any governmental body in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by authorities.

3. **Right of Entry**. Client shall be responsible for obtaining all legal right-of-entry, and associated costs, onto properties required by the project.

4. **Modification**. This Agreement may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Terms & Conditions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Terms & Conditions shall govern.

5. **Compensation**. Client shall pay PRIME AE pursuant to the rates and charges set forth in the proposal. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Client shall notify PRIME AE in writing of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. If Client fails to make any payment due to PRIME AE for services and expenses within thirty (30) days after receipt of PRIME AE's statement therefor, the amounts due PRIME AE will be increased at the rate of 1.5% per month from said thirtieth day, and in addition, PRIME AE may, after giving seven (7) days' written notice to Client, suspend services under this Agreement. Unless payment is received by PRIME AE within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, PRIME AE shall have no responsibility to Client for delay or damage caused Client because of such suspension of services. Client shall pay all undisputed fees. In the event PRIME AE employs the services of any attorney or agency to collect any sums due hereunder or to enforce any terms contained herein. Client agrees to pay litigation costs, reasonable attorney's fees and court costs (prior to and through any trial and/or subsequent proceeding) incurred by PRIME AE.

6. **Insurance**. PRIME AE will maintain workers' compensation insurance as required under the laws of the state in which the services will be performed. PRIME AE agrees to purchase at its own expense, Comprehensive General Liability insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, including death and property damage; Professional Liability insurance in the amount of $1,000,000 per claim and in the aggregate; Automobile Liability insurance with a combined single of $1,000,000 per occurrence; and will, upon request, furnish insurance certificates to Client

reflecting PRIME AE's standard coverage and providing thirty (30) days prior written notice in the event of cancellation or material change in coverage. PRIME AE agrees to purchase whatever additional insurance is requested by Client (presuming such insurance is available, from carriers acceptable to PRIME AE) provided Client reimburses the premiums for additional insurance.

7. **Confidentiality**. PRIME AE will hold confidential all business and technical information obtained from Client or generated in performing services under this Agreement, except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct; (3) the preservation of the public safety, health, and welfare; (4) compliance with any court order, statute, law, or governmental directive; and/or (5) protection of PRIME AE against claims or liabilities arising from the performance of services under this Agreement. PRIME AE's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

8. **Ownership of Documents**. All reports, notes, drawings, specifications, data, intellectual property, inventions, discoveries, processes, calculations, and other documents, including those in electronic form, obtained, created or prepared by PRIME AE in performing services under this Agreement are instruments of PRIME AE's service ("Instruments"), and all rights, copyrights, titles and interests in the Instruments shall remain PRIME AE's property, whether or not the project is completed. Client agrees not to use Instruments for marketing purposes, for projects other than the project for which the documents were prepared by PRIME AE, for future modifications to this project, or for any other purpose than the purpose intended under this Agreement, without first obtaining PRIME AE's express written permission for a specific use license. Any reuse or distribution of Instruments to third parties without such express written permission, verification or project-specific adaptation by PRIME AE will be at Client's sole risk and without liability to PRIME AE or its employees, affiliates, subsidiaries, independent contractors, and subcontractors. Client shall indemnify, defend, and hold harmless PRIME AE and its employees, affiliates, subsidiaries, independent contractors, and subcontractors from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or project-specific adaptation shall entitle PRIME AE to additional compensation.

9. **Suspension of Services and Termination**. Either party may, at any time, suspend further services or terminate this Agreement. Suspension or termination shall be by written notice effective seven (7) days after receipt by the receiving party. PRIME AE may terminate this Agreement immediately upon giving Client a written notice of termination upon occurrence of any of the following: (a) an event of Force Majeure has been continuing during more than sixty (60) days or (b) prevented, hindered, or delayed performance due to disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic). Client agrees to compensate PRIME AE for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants and vendors. Where payment is based on lump sum contract, Client agrees that the final invoice after Client's suspension or termination of services will be based on the percentage of work completed to the effective date of suspension or termination, plus reasonable suspension or termination charges including, but not limited to, personnel and equipment rescheduling adjustments and all other related costs and charges directly attributable to suspension or termination. In the event of suspension of services or termination by Client, PRIME AE shall have no liability to Client or others. Client agrees to indemnify and hold PRIME AE harmless from any claim or liability resulting from such suspension or termination.

10. **Force Majeure**. Except for Client's obligation to pay for services rendered by PRIME AE, including those of its' subcontractors, subconsultants and vendors, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, disease, epidemic, pandemic, quarantine, acts of government (foreign or domestic), fire, flood, unanticipated site, building or subsurface conditions, regulatory permitting, terrorism, explosion, war, request or intervention of a government authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain

materials, equipment, fuel or transportation. Delays within the scope of this article that cumulatively exceed thirty (30) calendar days shall, at the option of either party, make this Agreement subject to termination or renegotiation. Should Client require PRIME AE to maintain its personnel and equipment available during the delay period, Client agrees to compensate PRIME AE for additional labor, equipment, and any and all other costs associated with PRIME AE in maintaining its personnel during the delay period.

11. **Mutual Waiver of Consequential Damages.** Neither Client nor PRIME AE, nor their affiliates or subsidiaries, nor the officers, directors, agents, employees, or their subcontractors, subconsultants, or vendors, shall be liable to the other, third parties, or shall make any claim for any incidental, indirect, special, collateral, exemplary, punitive or consequential damages arising out of, or connected in any way to the services or this Agreement, whether the action in which recovery of damages is sought is based upon contract, tort, including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, strict liability, breach of contract and breach of warranty. Consequential damages include, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action.

12. **Services During Construction.** If PRIME AE provides services including the performance of services during the construction phase of the project, it is understood that the purpose of such services, including to visit the project site, will be to enable PRIME AE to better perform its services as a design professional, and to determine, in general, if construction is proceeding in a manner indicating that the completed work of others will conform generally to the contract documents. PRIME AE shall not, during such visits or as a result of observations of construction, supervise, direct, or have control over others' work nor shall PRIME AE have authority over, or responsibility for, the means, methods, sequences or procedures of construction selected by others or safety precautions and programs incident to the work of others or for any failure of others to comply with laws, rules, regulations, ordinances, codes or orders applicable to others furnishing and performing their work. PRIME AE does not guarantee the performance of the construction work or contract by others and does not assume responsibility for others' failure to furnish and perform their work. If PRIME AE's services during construction include shop drawing review, PRIME AE will review (or take other appropriate action with respect to) shop drawings, samples, and other data which the contract documents require PRIME AE to review, but only for conformance with PRIME AE's design concept of the project and compliance with the information set forth in contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences, or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. PRIME AE's review or other actions shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve others of (a) their obligations regarding review and approval of any such submittals, and (b) their exclusive responsibility for the means, methods, sequences and procedures of constructions, including safety of construction.

13. **Certifications.** PRIME AE shall not be required to sign any documents, no matter by whom requested, that would result in PRIME AE's having to provide certification, a guarantee, or a warranty.

14. **Reliance.** PRIME AE shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's employees, representatives, agents, independent contractors, construction managers, consultants and contractors, and information from public records, without the need for independent verification. Any opinions rendered by PRIME AE pursuant to this Agreement are for the sole and exclusive use of Client, and are not intended for the use of, or reliance upon, by any third parties without the prior written approval of PRIME AE. Client agrees to indemnify, hold harmless, and defend PRIME AE to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by others due to unauthorized reliance of any opinion provided under the Agreement.

15. **Opinion of Probable Costs.** When required as part of its services, PRIME AE will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of

operations and maintenance costs prepared by PRIME AE hereunder will be made on the basis of PRIME AE's experience and qualifications and will represent PRIME AE's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that PRIME AE does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the services.

16. **Limitation of Liability**. Client and PRIME AE have discussed the risks, rewards, and anticipated outcome of the project in the proposal and an estimated total fee for service, and agree that to the fullest extent permitted by law, the total liability, in the aggregate, of PRIME AE, its' officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to PRIME AE's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an amount of $50,000 or PRIME AE's fee, whichever is greater. PRIME AE's calculation of fees, however set forth in the proposal, is based upon and conditioned on Client's acceptance of and enforcement before a mediator or a court of this limitation of liability. A request by Client to increase this limitation of liability must be made to PRIME AE in writing prior to Client's acceptance of the proposal. PRIME AE may increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective only upon a specific modification to these standard terms & conditions by an authorized representative of PRIME AE.

17. **Dispute Resolution**. If a dispute arises out of or relates to this Agreement or breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. If the dispute is not resolved by these negotiations, prior to the initiation of legal proceedings, Client and PRIME AE agree to submit all claims and disputes arising out of this Agreement to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, that they will share equally in its costs, and that neither party will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

18. **Precedence**. These Standard Terms & Conditions shall take precedence over any inconsistent or contradictory provisions contained in, or referenced by, any proposal, contract, purchase order, requisition, notice to proceed, or similar or like document.

19. **Severability**. If any of these standard terms & conditions are finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Standard Terms & Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

20. **Survival**. These Standard Terms & Conditions shall survive the completion of PRIME AE's services on the project and the termination of services for any cause.

21. **Governing Law**. The laws of the state in which the project is located shall govern the validity and interpretation of this Agreement. Client agrees that any legal action or proceeding arising out of the provision of services by PRIME AE pursuant to the proposal or any modification thereof may be submitted by PRIME AE to a State Court in the State of Maryland or State of Ohio without regard to the choice of law provision. Client irrevocably consents to jurisdiction of (and waives dispute of venue in) the aforementioned venues.

22. **Assignment**. No assignments by Client of this Agreement or of any monies due or to become due hereunder shall be binding upon PRIME AE until PRIME AE's written consent thereto is obtained. Any assignment by Client to anyone of any right under this Agreement without the written consent of PRIME AE shall be null and void and without effect.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. THREE (3) TO THE AGREEMENT WITH PRIME AE (FORMERLY INTEGRATED ENGINEERING, PLLC), FOR DESIGN SERVICES OF MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 7, INCREASING THE CONTRACT PRICE BY THE SUM OF $44,300.00 AND RAISING THE TOTAL CONTRACT PRICE FROM $360,823.00 TO $405,123.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Three (3) to the Agreement, which is attached hereto and incorporated herein by reference, with Prime AE (formerly Integrated Engineering, PLLC), for design services of the Meadows/Northland/Arlington Public Improvements Project, Phase 7, increasing the Contract Price by the sum of $44,300.00 and raising the total Contract Price from $360,823.00 to $405,123.00.

Section 2 - That an amount, not to exceed the sum of $44,300.00, be and hereby is approved for payment to Prime AE, from account #3120-303202-91713 pursuant to the terms of Change Order No. Three (3).

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0883-24:ANB:4879-7819-4657, v. 1

RESOLUTION NO. 476 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. THREE (3) TO THE AGREEMENT WITH PRIME AE (FORMERLY INTEGRATED ENGINEERING, PLLC), FOR DESIGN SERVICES OF MEADOWS/NORTHLAND/ARLINGTON PUBLIC IMPROVEMENTS PROJECT, PHASE 7, INCREASING THE CONTRACT PRICE BY THE SUM OF $44,300.00 AND RAISING THE TOTAL CONTRACT PRICE FROM $360,823.00 TO $405,123.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. Three (3) to the Agreement, which is attached hereto and incorporated herein by reference, with Prime AE (formerly Integrated Engineering, PLLC), for design services of the Meadows/Northland/Arlington Public Improvements Project, Phase 7, increasing the Contract Price by the sum of $44,300.00 and raising the total Contract Price from $360,823.00 to $405,123.00.

Section 2 - That an amount, not to exceed the sum of $44,300.00, be and hereby is approved for payment to Prime AE, from account #3120-303202-91713 pursuant to the terms of Change Order No. Three (3).

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 26, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0883-24:ANB:4879-7819-4657, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0884-24

File ID: 0884-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 246-2024 **In Control:** Urban County Council

File Created: 08/30/2024

File Name: Request Council authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $2,780,000 for the East Hickman Pump Station Expansion and

Final Action: 09/12/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,780,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the East Hickman Pump Station Expansion and Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: CILOO filed in CCO, original given back to Celia 9.16 AA

Sponsors:

Enactment Date: 09/12/2024

Attachments: 25-Blue Sheet Memo East Hickman Project GAA, KIA_GrantAssistanceAgreement_21CWS142, 21CWS142 E.4 and E.5, Map, RESO 0884-24 (East Hickman Pump Station Expansion Grant) 4853-8236-7713 v.1.docx, R-461-2024, Contract #246-2024, Contract #246-2024 (2)

Enactment Number: R-461-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		

2	Urban County Council	09/12/2024	Suspended Rules for Second Reading	Pass
2	Urban County Council	09/12/2024	Approved	Pass

Text of Legislative File 0884-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,780,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the East Hickman Pump Station Expansion and Rehabilitation Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $2,780,000 for the East Hickman Pump Station Expansion and Rehabilitation project. No matching funds are required. (L0884-24) (Martin/Albright)

Budgetary Implications:

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/30/2024

Risk Management: N/A

Fully Budgeted: Yes, fund previously budgeted.

Account Number: 3230-303408-3466-92811

This Fiscal Year Impact: $2,780,000

Annual Impact: $0

Project: EHPSP2_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $2,780,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 30, 2024**

SUBJECT: **Execute Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the East Hickman Pump Station Expansion and Rehabilitation Project (21CWS142)**

Request: Council authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $2,780,000 for the East Hickman Pump Station Expansion and Rehabilitation project. No matching funds are required.

Purpose of Request: On March 21, 2024 (Resolution 150-2024), Council approved a Conditional Commitment Letter to accept an additional award of $2,780,000 in ARPA federal funds from the Kentucky Cleaner Water Round 2 Grant 21CWS142 for the East Hickman Pump Station Expansion and Rehabilitation Project. Approval of this recommendation finalizes the Grant Assistance Agreement required to draw the project funds.

This grant is for the construction of increased pumping capacity, force main odor control, and improved screening management facilities. This project is included in the Consent Decree Remedial Measures Plan (RMP) schedule approved by the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled to complete construction by December 31, 2026.

What is the cost in this budget year and future budget years? No impact on FY25 budget. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Yes, grant funds are budgeted in 3230-303408-3466-92811 EHPSP2_2024 FED_GRANT 2024.

File Number: 0884-24

Director/Commissioner: Martin/Albright

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWS142 in the principal amount of $2,780,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Authorized Official

Print Name: _____

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That _____, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on_____, 202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

EXHIBIT 5

OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,


Fenwick Rd
Tabce Rd
The RIGHT CHOICE Mobile...
Pebble Lake Dr
Alumni Dr
j&j painting
Buckhorn Dr
Buckhorn Park
Fenwick Rd
Buckhorn Dr
Eagle Windows & Doors
Buckhorn Dr
East Hickman Pump Station

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,780,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE EAST HICKMAN PUMP STATION EXPANSION AND REHABILITATION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0884-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____,202_.

_____
Secretary/Clerk

4853-8236-7713, v. 1

RESOLUTION NO. 461 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,780,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE EAST HICKMAN PUMP STATION EXPANSION AND REHABILITATION PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3- That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on Sept. 12, 2024.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0884-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on Sept. 12, 2024.

Secretary/Clerk

4853-8236-7713, v. 1

Copy in lieu of original

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on Sept. 12, 2024.

Secretary/Clerk

4853-8236-7713, v. 1

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on September 12, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

21CWS142

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on September 17, 2024.

Mackenzie Stock
Secretary/Clerk

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWS142 in the principal amount of $2,780,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWS143 in the principal amount of $2,220,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Authorized Official

Print Name: Linda Gorton

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0885-24

File ID:	0885-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	244-2024	**In Control:**	Urban County Council
				File Created:	08/30/2024
File Name:	Request Council authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $2,220,000 for the Blenheim Way Trunk Sewer project. No mat			**Final Action:**	09/12/2024

Title: A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,220,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the Blenheim Way Trunk Sewer Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Notes: CILOO filedin CCO, original given to Celia 9.16 AA

Sponsors:		**Enactment Date:**	09/12/2024
Attachments:	25-Blue Sheet Memo Blenheim Way Project GAA, KIA_GrantAssistanceAgreement_21CWS143, 21CWS143 E.4 and E.5, 13 Blenheim Trunk Site Map, RESO 0885-24 (KIA Blenheim Way Trunk Sewer Project) 4895-6100-8353 v.1.docx, R-462-2024, Contract #244-2024	**Enactment Number:**	R-462-2024
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:
2	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
2	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
2	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass

2 Urban County Council 09/12/2024 Approved Pass

Text of Legislative File 0885-24

Title

A Resolution of the Lexington-Fayette Urban County Government accepting the grant of $2,220,000 in Federal funds from the Kentucky Cleaner Water Round 2 Grant (ARPA) for the Blenheim Way Trunk Sewer Project, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, approving the Grant Assistance Agreement, authorizing the amendment of the Lexington-Fayette Urban County Government's annual budget, and authorizing a representative to sign all related documents. [Div. of Water Quality, Martin]

Summary

Authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) in the amount of $2,220,000 for the Blenheim Way Trunk Sewer project. No matching funds are required. (L0885-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Cravens, 8/30/2024

Risk Management: N/A

Fully Budgeted: Yes, funds previously budgeted.

Account Number: 3230-303408-3466-92811

This Fiscal Year Impact: $2,220,000

Annual Impact: $0

Project: BWTRUNK_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: $2,220,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

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

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

DATE: **AUGUST 30, 2024**

SUBJECT: **Execute Grant Assistance Agreement for the Kentucky Cleaner Water Round 2 Grant from American Rescue Funds for the Blenheim Way Trunk Sewer Project (21CWS143)**

Request: Council authorization to execute a Grant Assistance Agreement for the federal award from the Kentucky Cleaner Water Round 2 Grant (American Rescue Plan Act funds) awarded in the amount of $2,220,000 for the Blenheim Way Trunk Sewer project. No matching funds are required.

Purpose of Request: On March 21, 2024 (Resolution 149-2024), Council approved a Conditional Commitment Letter to accept an additional award of $2,220,000 in ARPA federal funds from the Kentucky Cleaner Water Round 2 Grant 21CWS142 for the Blenheim Way Trunk Sewer Project. Approval of this recommendation finalizes the Grant Assistance Agreement required to draw the project funds.

This grant is for the construction of a replacement sanitary trunk sewer that has experienced documented Recurring Sanitary Sewer Overflows (SSOs). This project will be included in the Consent Decree Remedial Measures Plan (RMP) schedule pending submission to the Commonwealth and the U.S. Environmental Protection Agency (EPA). The project is scheduled for construction beginning in early 2025.

What is the cost in this budget year and future budget years? No impact on FY25 budget. Future budget year's funds are dependent upon availability of grant funds.

Are the funds budgeted? Yes, grant funds are budgeted in 3230-303408-3466-92811 BWTRUNK_2024 FED_GRANT 2024.

File Number: 0885-24

Director/Commissioner: Martin/Albright

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Lexington-Fayette Urban County Government (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWS143 in the principal amount of $2,220,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be “Events of Default” under this Agreement and the term “Event of Default” or “Default” will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee 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:

    a. 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.
    b. The Grantee 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.
    c. The Grantee 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.

d. The Grantee 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.
e. The Grantee 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.
f. The Grantee 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.
g. In the event of the Grantee'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.
h. The Grantee 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 Grantee 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.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement 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. The Grantee 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.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to 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.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____
Sandy Williams, Executive Director

Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Authorized Official

Print Name: _____

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: _____
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That _____, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on_____, 202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____ _____, 202___; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____ _____, 202___.

_____
Secretary/Clerk

EXHIBIT 5

OPINION OF LEGAL COUNSEL
RELATING TO GRANTEE RESOLUTION

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of _____, 202__.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the Lexington-Fayette Urban County Government, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

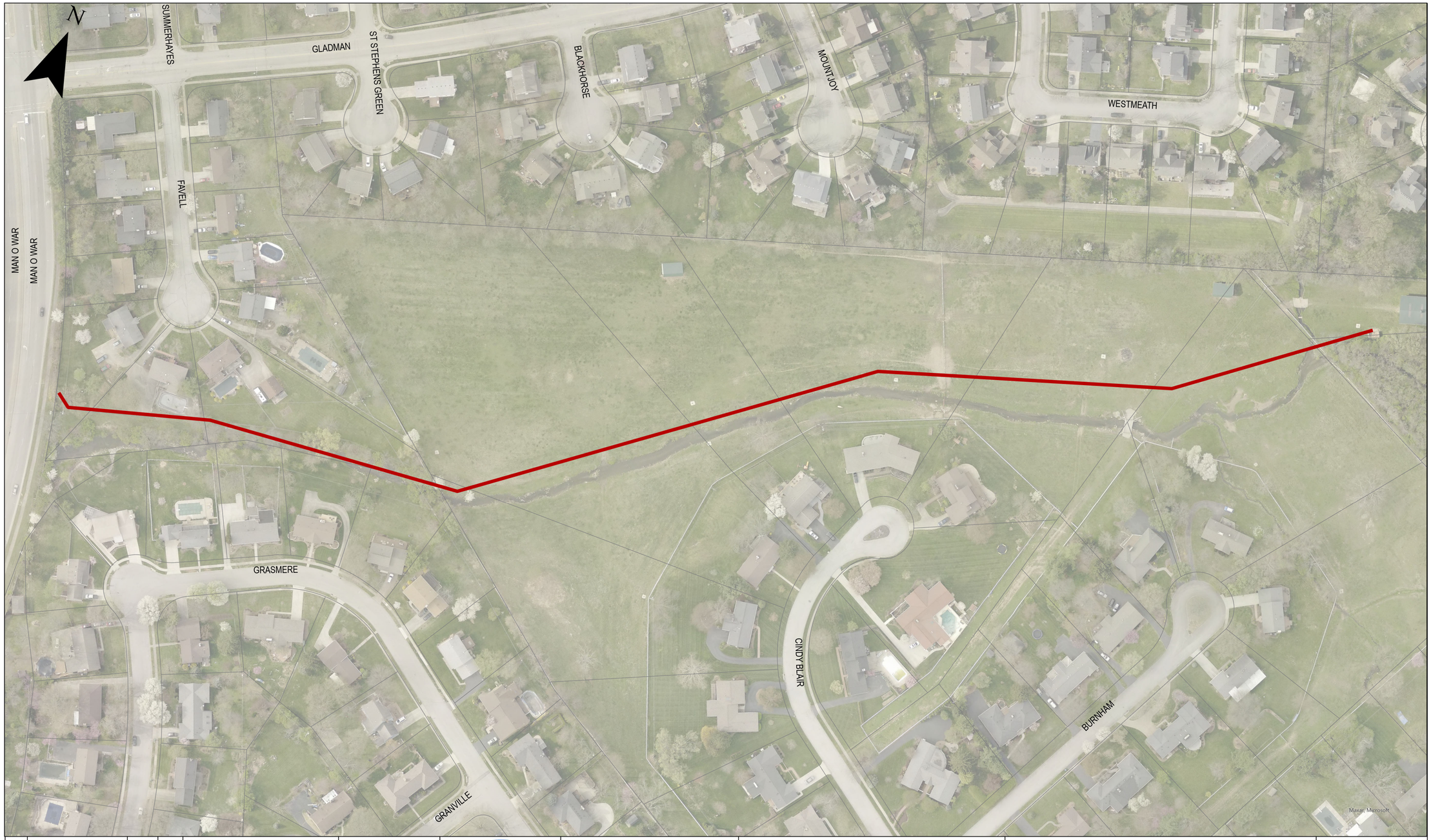
4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,



Path: C:\proj\tmp\wr\wolf_run\wolf_run.aprx

REV	ISSUED FOR	DATE	BY

PROJECT ENGINEER: KURT ZEHNDER

DESIGNED BY: KURT ZEHNDER

DRAWN BY: EVAN FIELDS

CHECKED BY: BOB PETERSON

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

LEGEND

Blenheim Alignment

Parcels

SCALE: 1"= 75'

FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON KENTUCKY 1775

Hazen

HAZEN AND SAWYER
230 LEXINGTON GREEN CIRCLE
LEXINGTON, KY 40503

BLENHEIM TRUNK

AREA MAP

LFUCG
DIVISION OF WATER QUALITY

DATE:	02/12/2024
HAZEN NO.:	50005-353
CONTRACT NO.:	X
DRAWING NUMBER:	BLENHEIM TRUNK

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,220,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE BLENHEIM WAY TRUNK SEWER PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3 - That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on _____202___.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Authorized Signatory

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0885-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on _____, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on _____,202_.

_____
Secretary/Clerk

4895-6100-8353, v. 1

RESOLUTION NO. 462 - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT OF $2,220,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY CLEANER WATER ROUND 2 GRANT (ARPA) FOR THE BLENHEIM WAY TRUNK SEWER PROJECT, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS.

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to design and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1 - The Grantee hereby accepts the grant award and approves the Assistance Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2 - That the Mayor, on behalf of the Urban County Government, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3 - That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout, and

that subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as the Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or account appropriation within the grant budget previously established for this grant.

SECTION 4 - That this resolution shall take effect at the earliest time provided by law.

ADOPTED on Sept. 12 202 4.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0885-24:ANB

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on Sept. 12, 2024.

Secretary/Clerk

4895-6100-8353, v. 1

Copy in lieu of original

Resolution #462-2024
Contract #244-2024

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on Sept. 12, 2024.

Secretary/Clerk

4895-5100-8353, v. 1

EXHIBIT 4

RESOLUTION

RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Linda Gorton, and any Successors-in-Title, is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award, and to engage a qualified Project Administrator.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on September 12, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Linda Gorton

Authorized Signatory

21CWS143

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on September 12, 2024; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on September 17, 2024.

Mackenzie Stack
Secretary/Clerk

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0886-24

File ID:	0886-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	258-2024	**In Control:**	Urban County Council
				File Created:	08/30/2024
File Name:	FY2025 Economic Development Partner PSA – Jubilee Jobs			**Final Action:**	09/12/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the Work-Lexington Program, at a cost not to exceed the sum of $62,718.42. [Mayor's Office, Glasscock]

Notes: Stamped and filed in the CCO. Returned to Troy Black 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/12/2024
Attachments:	Blue Sheet Jubilee Jobs FY2025, Jubilee Jobs Signed Agreement Partner Services FY2025, RESO 0886-24 EDP PSA Jubilee Jobs FY25 4853-8125-3089 v.1.docx, R-463-2024, Contract #258-2024	**Enactment Number:**	R-463-2024
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0886-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the Work-Lexington Program, at a cost not to exceed the sum

of $62,718.42. [Mayor's Office, Glasscock]

Summary

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Jubilee Jobs, pursuant to RFP 35-2024, to assist with the WORK-Lexington Program for an amount of $62,718.42. Budget Amendment in process. (L0886-24) (Glasscock/Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: {Yes, Completed by [Tiffany Holskey, 8/30/2024]}

Risk Management: NA

Fully Budgeted: Budget journal 150062

Account Number: 1101-900351-0001-71101

This Fiscal Year Impact: $62,718.42

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **August 30, 2024**

SUBJECT: **FY2025 Economic Development Partner PSA – Jubilee Jobs**

Request:
Authorization to execute Purchase of Services Agreements (PSAs) with economic development partner agency Jubilee Jobs.

Why are you requesting:
The Lexington-Fayette Urban County Government annually contracts with economic development partner agencies to provide economic development services for the government. The Lexington Economic Development Investment Board at their meeting on July 16, 2024 approved the recommendation of the Request for Proposal (RFP) scoring committee for RFP 35-2024 “Economic Development Partnership Services.”

Jubilee Jobs was recommended as an economic development partner agency for FY2025 to assist the Director of Business Engagement in coordination and work to enhance and connect individuals with the WORK-Lexington program. The recommended funding level for Jubilee Jobs in FY2025 is $62,718.42.

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

The cost for FY2025 is:	$62,718.42
The cost for future FYs is:	N/A

Are the funds budgeted? Yes
Account Number: 1101-900351-0001-71101

Director/Commissioner
Amy Glasscock/Kevin Atkins

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **JUBILEE JOBS OF LEXINGTON, INC.** , a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508, with an effective date of July 1, 2024.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include 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" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay the Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred and Eighteen Dollars and 42/100 Cents ($62,718.42) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth ($1/4^{th}$) of the Funds. 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 the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. 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).

8. Organization shall indemnify, defend and hold harmless Government, 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 the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government 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 Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization'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 Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by receipts supporting the reimbursement request.

11. By no later than the fifth (5th) of the month following the end of each quarter (e.g.: Saturday, October 5, 2024; Sunday, January 5, 2025; Saturday, April 5, 2025; and Saturday, July 5, 2025), the Organization shall submit electronically a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call

of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO.

12. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and the final quarterly invoice with supporting documentation.

13. By March 31, 2025 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

14. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

15. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG.

16. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

17. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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 Organization, or to constitute Organization an agent of the Government.

18. 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.

19. Organization shall adopt 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 submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

20. The 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 the CDO within 10 days of completion.

21. 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.

22. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

23. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

24. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where 2the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of

option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

25. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not

contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

26. 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.

27. 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.

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

For Organization:
Jubilee Jobs of Lexington, Inc.
535 W Second St., Ste. 205
Lexington, Kentucky 40508
Att: Mason King, Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Abigail Allan, Clerk of the Urban County Council

JUBILEE JOBS OF LEXINGTON, INC.

BY: _____
RICHARD GRIFFITH, CHAIR

ATTEST: _____

WITNESS: D.J. Bryant

DATE: 8/22/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Jubilee Jobs

SCOPE OF WORK – WORK - LEXINGTON

Local Contribution:
Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

WORK-LEXINGTON

- Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 5th of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

EXHIBIT "B"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

JUBILEE JOBS
QUARTERLY QUESTIONNAIRE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

WORK-Lexington Orientations:

WORK-Lexington orientations held during the quarter:
Total attendance at WORK-Lexington orientations held during this quarter:
Average attendance at WORK-Lexington orientations held during this quarter:

Employer Engagement:

Employers engaged on behalf of WORK-Lexington during this quarter:

Client Assistance:

WORK-Lexington clients assisted during this quarter:
WORK-Lexington clients who secured employment this quarter:
WORK-Lexington enrollment for this quarter:
WORK-Lexington enrollment who received employment this quarter:
Types of employment (collectively) clients received this quarter:
- Job Type
- Job Type
- Job Type

Marketing Efforts:

WORK-Lexington social media post this quarter:
WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)
- Attach newsletter with this report

WORK-Lexington monthly community outreach activities conducted/held this quarter: Number
- Please describe the activities that were conducted/held

EXHIBIT "C"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

JUBILEE JOBS
ANNUAL QUESTIONNAIRE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

WORK-Lexington Orientations (July 1, 2024 – June 30, 2025):
WORK-Lexington orientations held during the year (Goal 3 Orientations per month):
Total attendance at WORK-Lexington orientations held during the year:
Average attendance at WORK-Lexington orientations held during the year:

Employer Engagement (July 1, 2024 – June 30, 2025):
Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

Client Assistance (July 1, 2024 – June 30, 2025):
WORK-Lexington clients assisted during the year:
WORK-Lexington clients who secured employment during the year:
WORK-Lexington enrollment total during the year (Goal 500):
WORK-Lexington enrollment who received employment during the year (Goal 250):
Types of employment (collectively) clients received during the year:
Job Type
Job Type

Job Type

Marketing Efforts:

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

Referrals:

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

Barriers:

Top 5 barriers of clients

EXHIBIT "D"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.

(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 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 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 workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

AMERICAN RESCUE PLAN ACT

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 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 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.



Signature

MAY 29, 2024

Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, MASON KING, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is MASON KING and he/she is the individual submitting the proposal or is the authorized representative of JUBILEE JOBS OF LEXINGTON, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer 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.

Mason King

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mason King on this the 29th day of May, 2024.

My Commission expires: 01/07/2028

NOTARY PUBLIC, STATE AT LARGE

KYNP256

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Signature

Jubilee Jobs of Lexington
Name of Business

JUBILEE JOBS
OF LEXINGTON

Jubilee Jobs of Lexington
Affirmative Action Plan

Introduction:

Jubilee Jobs of Lexington is committed to ensuring equal employment opportunities for all individuals. Jubilee Jobs of Lexington is committed to complying with all applicable equal employment opportunity and labor laws. Our organization seeks to foster an environment where all individuals are treated with respect and dignity. This Affirmative Action Plan outlines our policies and procedures for recruiting, hiring, promoting, and retaining a diverse workforce.

Policy Statement:

Jubilee Jobs of Lexington is committed to creating an environment that values diversity and promotes inclusion. We recognize that our workforce is stronger when we embrace differences and characteristics that make us unique. We will take affirmative action to ensure that all individuals have equal employment opportunities.

Recruitment and Hiring:

Jubilee Jobs of Lexington will actively recruit and consider qualified candidates from all sources, including but not limited to internal sources, community outreach, referrals, and partnerships with community-based organizations. We will ensure that all job postings and recruitment materials are written in a manner that encourages applications from a diverse pool of candidates.

Jubilee Jobs of Lexington will use objective and job-related criteria when making hiring decisions. We will also train our hiring managers on the importance of diversity and inclusion in the workplace, as well as on unconscious bias.

Promotion and Career Development:

Jubilee Jobs of Lexington will provide equal opportunities for promotion and career development for all employees. We will ensure that all promotion and career development decisions are based on objective and job-related criteria. We will also provide training and development opportunities to all employees to enhance their skills and prepare them for future career opportunities.

Retention:

Jubilee Jobs of Lexington is committed to retaining a diverse workforce. We will provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also provide opportunities for career advancement and professional development to all employees.

Monitoring and Evaluation:

Jubilee Jobs of Lexington will regularly monitor and evaluate our Affirmative Action Plan to ensure that it is achieving its intended goals. We will also conduct periodic reviews of our recruitment, hiring, promotion, and retention practices to identify any areas that require improvement.

Conclusion:

Jubilee Jobs of Lexington is committed to creating a diverse and inclusive workforce. Our Affirmative Action Plan outlines our policies and procedures for achieving this goal. We will actively recruit and consider qualified candidates from all sources, provide equal opportunities for promotion and career development, and provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also regularly monitor and evaluate our plan to ensure that we are achieving our intended goals.

WORKFORCE ANALYSIS FORM

Name of Organization: JUBILEE JOBS OF LEXINGTON

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	2	1					1									1	1
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical	5		2	2		1										3	2
Skilled Craft																	
Service/Maintena																	
Total:		1	2	2		1	1									4	3

Prepared by: MASON RING, CEO Date: 05/29/2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has 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 Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: JUBILEE JOBS OF LEXINGTON

Complete Address: 535 W 2ND ST., STE 205 LEXINGTON 40508
Street City Zip

Contact Name: MASON KING Title: CEO

Telephone Number: 859 977 0120 Fax Number: N/A

Email address: MKING@JUBILEEJOBSOFLEXINGTON.ORG

Lexington-Fayette Urban County Government
MWDBE 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 MWDBE 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE 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 Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE 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 Procurement 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.

d. 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.

e. 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 Procurement
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 Procurement):

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.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing 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 Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

* No Sub-Contractors will be utilized for this project. However, Jubilee Jobs is an EEO and is committed to DEI. We serve a statistically significant proportion of minority, historically disadvantaged and vulnerable populations

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 35-2024

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. No Subs				
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.

Jubilee Jobs of Lexington
Company

May 29, 2024
Date

Mason King
Company Representative

CEO
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 95-2024

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.

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. NO SUBS					
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.

Jubilee Jobs of Lexington
Company

Mason King
Company Representative

May 29, 2024
Date

CEO
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 35-2024

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
JUBILEE JOBS OF LEXINGTON	MASON KING
Address/Phone/Email 535 W 2ND ST. STE 205, LEX. KY 40508 MKING@JUBILEEJOBSOFLEXINGTON.ORG 859-977-0128	**Bid Package / Bid Date** MAY 29, 2024 RFP # 35-2024

MWDBE Company Addres	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
NO SUBS								

(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.

JUBILEE JOBS OF LEXINGTON
Company

MASON KING
Company Representative

MAY 29, 2024
Date

CEO
Title

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 / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 35-2024

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
NO SUBS							

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.

JUBILEE JOBS OF LEXINGTON
Company

MASON KING
Company Representative

MAY 29, 2024
Date

CEO
Title

* No sub-contractors will be utilized for this project. However, Jubilee Jobs is an EEO and is committed to DEI. We serve a statistically significant proportion of minority, historically disadvantaged and vulnerable populations

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 35-2024

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 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.

_____ 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 MWBDE 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.

JUBILEE JOBS OF LEXINGTON
Company

MAY 29, 2024
Date

MASON KING
Company Representative

CEO
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Signature

May 29, 2024
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.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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.

00548704

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.

C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.

D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.

E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.

F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline
Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions
Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Response to RFP #35-2024
Jubilee Jobs

JUBILEE JOBS RESPONSE TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS
OF LEXINGTON

RFP #35-2024 Economic Development Partnership Services

Jubilee Jobs of Lexington
535 W Second St., Ste. 205
Lexington, KY 40508

Grant Proposal for Sections 2.9 & 2.10

RFP #35-2024 Economic Development Partnership Services

Jubilee Jobs of Lexington

Grant Proposal for Sections 2.9 & 2.10

2.9 WORK-Lexington

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a cornerstone in the Central Kentucky community since 2009, focusing on helping disadvantaged individuals secure stable, long-term employment. Our deep engagement with the local community has provided us with a thorough understanding of the economic landscape of Lexington-Fayette County, including the key industries, workforce demographics, and the unique challenges faced by the local population. In 2023 alone, Jubilee Jobs placed over 500 individuals at 184 distinct employers, evidencing our robust engagement of Lexington businesses. Furthermore, our program enjoys great collaboration with nonprofit organizations that help in addressing the co-occurring issues many of our clients face that affect their ability to obtain and maintain dignified employment. Our programs aim to bridge the gap between job seekers and Lexington's industries, addressing barriers such as criminal backgrounds, substance use disorders, and limited education.

WORK-Lexington Program Work Plan

To accomplish the goals outlined in the Request for Proposal (RFP), Jubilee Jobs of Lexington has developed a comprehensive work program for the WORK-Lexington initiative. This program is designed to enhance client participation at the Charles Young Center, Davis Park Workforce Center, and other satellite sites in Fayette County. Our approach focuses on engaging individuals in recovery from substance use disorders and those with criminal backgrounds, leveraging our extensive experience and community connections.

Our Approach:

Jubilee Jobs of Lexington will enhance the WORK-Lexington program by strategically engaging individuals in recovery and those with criminal backgrounds, integrating services with local partners, expanding employer networks, promoting workforce events, and implementing a robust marketing plan to increase client participation and employment outcomes in Fayette County.

Engagement and Recruitment:

To effectively engage our target demographic, we will develop and implement targeted outreach strategies. This includes regular visits to sober living and treatment facilities, where we will provide information sessions about the WORK-Lexington program. Additionally, we will utilize our established connections with the Fayette County Detention Center (FCDC) and regional prisons to reach individuals preparing for reentry into the workforce. By collaborating with these institutions, we can identify potential participants early and integrate them into our program as part of their reentry plan.

Service Integration:

A key component of our method involves close collaboration with the LFUCG Community Reentry Advocate housed at the Davis Park Workforce Center. This partnership ensures that our services are seamlessly integrated, providing a comprehensive support system for

participants. We will coordinate multiple monthly orientations at the Workforce Centers, where WORK-Lexington funded agencies can co-locate to offer a one-stop-shop for those seeking assistance. We will leverage our strong working relationships with dozens of treatment facilities to conduct the program orientations at the WORK-Lexington sites to increase foot traffic and engage with WORK-Lexington funded partners. This collaborative approach not only streamlines service delivery but also increases participant engagement by providing easy access to a range of resources.

Employer Network Expansion:

Building on our existing relationships with 184 distinct Kentucky employers who hired Jubilee Jobs clients in 2023, we will expand our employer network. By fostering deeper connections and engaging new employers, we aim to increase job placement opportunities for our participants. Collaborative efforts with other organizations will amplify our impact, ensuring that more employers are aware of the benefits of hiring through the WORK-Lexington program.

Coordination and On-Site Support:

To assist the Office of the Chief Development Officer, Jubilee Jobs will enhance day-to-day operations at WORK-Lexington offices, facilitating participant engagement, and ensuring smooth collaboration among different service providers. Our staff will be dedicated to enhancing the efficiency and effectiveness of the WORK-Lexington program through intentional coordination and oversight.

Coordination with Grant Partners:

Jubilee Jobs will actively coordinate with funded WORK-Lexington grant partners to provide residents with access to workforce programming across various locations in Lexington-Fayette County. This includes scheduling joint workshops, sharing resources, and co-hosting events that aim to maximize the reach and impact of our collective efforts.

Job Placement Opportunities:

We will work closely with local employers to connect them with WORK-Lexington grant partners, facilitating potential job placements for our participants. Through regular employer engagement activities, such as networking events and job fairs, we will ensure that participants have ample opportunities to secure meaningful employment.

Promotion of Workforce Events:

Jubilee Jobs will collaborate with WORK-Lexington grant partners to promote workforce events related to both training and placement. This includes organizing and publicizing job fairs, training sessions, and other relevant events. By leveraging our extensive community networks and outreach capabilities, we will enhance the visibility and attendance of these events.

Marketing Plan Implementation:

A comprehensive marketing plan will be developed and implemented to promote the WORK-Lexington program and its locations. This plan will include social media campaigns, email newsletters, community bulletin postings, and collaboration with local media outlets to raise awareness and encourage participation. Our goal is to ensure that all Lexington residents are informed about the resources available through the WORK-Lexington program.

Program Goals, Targets, and Success Criteria:

1. Orientation Schedules: Weekly schedules for orientation sessions at WORK-Lexington sites, co-locating multiple agencies to provide a one-stop-shop for participants.
   Target: Conduct no fewer than 3 orientations per month at a WORK-Lexington site.
2. Employer Engagement Reports: Detailed reports tracking interactions with employers, job placements secured, and feedback from both employers and participants.
   Target: Engage and document interactions with no fewer than 2 employers per week and assist 250 clients with securing employment through WORK-Lexington site participation within the first 12 months of the program.
3. Participant Enrollment Data: Records of participant demographics, enrollment numbers, and engagement levels throughout the program.
   Target: Engage 500 participants through WORK-Lexington events over the calendar year, enroll 250 participants in employment programming, and secure 250 job placements through the WORK-Lexington program.
4. Marketing Campaigns: Documentation of marketing efforts, including social media campaigns, email newsletters, and community outreach activities promoting the WORK-Lexington program.
   Target: Implement a marketing campaign that includes no fewer than 3 social media posts per month, a quarterly email newsletter, and monthly community outreach activities to promote the WORK-Lexington program.
5. Annual Reports: Comprehensive annual reports submitted to the Director of Business Engagement, detailing program activities, outcomes, challenges, and recommendations for improvement.
   Target: Submit quarterly progress reports detailing outcomes and activities. Submit a comprehensive annual report detailing grant outcomes and successes.
6. Participant Success Stories: Case studies and testimonials highlighting individual participant achievements and the impact of the WORK-Lexington program on their lives.
   Target: Identify and record no fewer than 4 client success stories for distribution in quarterly newsletters, reporting and social media campaigns.
7. Service Integration Documentation: Records of coordination efforts with the LFUCG Community Reentry Advocate and other partners, including integration processes and service delivery improvements.
   Target: Document and review coordination efforts with the LFUCG Community Reentry Advocate and other partners on a quarterly basis, including detailed records of integration processes and service delivery improvements, with a summary report produced annually.
8. Event Summaries: Summaries of workforce events, such as job fairs and training sessions, including attendance figures, participant feedback, and overall impact assessments.
   Target: Conduct no fewer than 6 workforce events within a 12-month calendar period and provide detailed summaries of each event, including attendance figures, participant feedback, and overall impact assessments.

Non-LFUCG Funding Sources:

To complement the LFUCG funding request, Jubilee Jobs of Lexington will leverage the following private and non-LFUCG sources:

- United Way of the Bluegrass: $15,000

- PNC Foundation: $7,500
- Truist Bank: $3,500

In order to broaden the program, Jubilee Jobs will leverage $26,000 in additional non-LFUCG funding to amplify WORK-Lexington's impact. Thereby employing $101,000 in funding to ensure successful implementation of this initiative. This equates to Jubilee Jobs providing a match of over 25% to expand the impact of this project.

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: $1,000
- Community Development Block Grant: $20,000
- Workforce Development Grant: $50,000

2023:

- BFREE IDs Grant: $500
- Workforce Development Grant: $68,750
- Second Chance Academy Grant: $75,000

2024:

- BFREE IDs Grant: $1,000
- Neighborhood Development Funds: $1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Total Proposed Project Budget for 2.9 & 2.10 - $150,000

Proposed 2.9 WORK-Lexington Budget

Total 2.9 Project Budget Requested: $75,000

Advertising and Promotion - $5,000
Computer and Internet Expenses - $500
Restricted Grant Expenditures-Client Needs - $500
Special Events (Job Fairs, Employer Events, Upskilling, etc.) - $2,500
Insurance Expense - $750
Meals - $500
Move Up Meetings - $750
Office Supplies - $1,000
Payroll Expenses - $50,000
Health Insurance - $5,000
Postage & Delivery - $500
Rent Expense - $5,000
Telephone Expense - $1,500
Travel Expense - $1,500

***Agency budget with proposed project budgets included in Exhibit 1**

History of Organization and Statement of Qualifications

Key Personnel

Natalie Collins, Project Manager

- **Role:** Project Lead for WORK-Lexington
- **Time Commitment:** 75% of weekly work hours will be dedicated to this project.

Mason King, CEO

- **Role:** Oversight and Strategic Direction
- **Time Commitment:** 10% of weekly work hours dedicated to this project.

Individual Information

Natalie Collins

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
- **Job Description:** As Project Manager, Natalie Collins will oversee the implementation and coordination of the WORK-Lexington program. Her responsibilities include managing outreach and engagement efforts, coordinating with partner organizations, facilitating participant orientation sessions, and expanding the employer network.
- **Job Function:** Natalie will ensure the seamless integration of enhanced programming into the current WORK-Lexington framework. She will oversee all aspects of project execution, including participant recruitment, service delivery, and employer engagement.

Mason King

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations.
- **Job Function:** Mason will provide strategic direction and high-level oversight for the WORK-Lexington program, ensuring that the project aligns with Jubilee Jobs' mission and goals and integrating existing and novel programs into WORK-Lexington to enhance program outcomes.

Qualifications of Key Staff

Natalie Collins has been the primary representative for WORK-Lexington at Jubilee Jobs for the past two years. Her familiarity with the program's current design and its benefits and drawbacks positions her well to lead the integration of enhanced programming. As a University of Kentucky alum, she brings a wealth of knowledge in communications and social media engagement, essential for promoting the program effectively. She has managed and created content for all organizational social media accounts, increasing engagement and follower growth. Natalie has designed and produced marketing materials, maintained the organization's website, and spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry. Her

robust network of employers and non-profit organizations in the region will be invaluable in expanding partnerships and securing job placements for participants.

Mason King has been leading Jubilee Jobs of Lexington as the CEO since 2022. Under his leadership, the organization has significantly expanded its reach and impact, serving over 500 clients annually. Mason oversees all programming, financing, human resources, and development operations. In his tenure, the program budget and revenue have tripled, and the number of clients served has doubled. He has launched critical new programs, including the innovative Second Chance Academy, a successful initiative established by the LFUCG Mayor's Office that supports long-term re-entry for inmates from the Fayette County Detention Center (FCDC). Mason holds an MBA from the University of South Carolina, Aiken School of Business, and a Bachelor of Arts in Political Science and Spanish from the University of Kentucky, providing a strong foundation in nonprofit management and community engagement.

Organizational Suitability

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our long-standing commitment to workforce development and our proven track record of success. Since 2009, we have helped thousands of individuals overcome significant barriers to employment and secure stable, long-term jobs. Our comprehensive seven-step program not only focuses on job placement but also on the personal and professional growth of our participants, ensuring they are equipped with the skills and confidence needed to thrive in their careers. Our deep-rooted connections within the community, including relationships with local employers, treatment facilities, and nonprofit partners, enable us to deliver tailored and impactful services.

Success in Similar Programs

Jubilee Jobs has a history of exceeding goals and outcomes for various workforce development initiatives. In our Workforce Development Grant, which included participation in the WORK-Lexington program, we have consistently surpassed grant targets each year. Most recently, our success led to additional mid-year funding to expand our program goals and services. This track record of achievement underscores our capability to manage and enhance the WORK-Lexington program effectively, ensuring positive outcomes for participants and the broader community.

By leveraging the expertise and experience of our dedicated staff, particularly Natalie Collins and Mason King, and building on our history of successful program implementation, Jubilee Jobs of Lexington is confident in our ability to deliver exceptional results for the WORK-Lexington program.

Attached, please see **Exhibits 2.9.1 to 2.9.6** evidencing some of Jubilee Jobs supplementary work products.

2.10 TALENT AND WORKFORCE DEVELOPMENT

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a leading workforce development nonprofit in Central Kentucky since 2009, with a deep understanding of the Fayette County economy, characterized by its diverse mix of industries such as healthcare, education, manufacturing, and services. Our innovative programs, like "Innovate to Elevate" and "Bright Futures Employment Program," specifically target high school and young-adult job seekers, providing comprehensive job readiness training and immersive career exploration experiences using advanced tools such as virtual reality technology.

These programs bridge the gap between education and employment, ensuring that participants gain practical experience and build professional networks. Our extensive experience and proven success in engaging this demographic uniquely position us to effectively contribute to the Talent and Workforce Development component of LFUCG's economic development strategy, fostering a skilled and resilient workforce to support the region's continued growth and prosperity.

Talent and Workforce Development Work Plan

The Talent and Workforce Development initiative aims to enhance workforce development in Lexington by partnering with local educational institutions and employers to create pathways to employment for high school and college students, focusing particularly on those facing significant barriers to employment. This program will be implemented in four phases, ensuring comprehensive outreach, engagement, program delivery, and evaluation.

Phase 1: Initial Setup

In the initial setup phase, Jubilee Jobs will establish a coordination team led by a specialized Job Counselor focusing solely on clients aged 16-26 years, with strategic oversight from CEO Mason King. We will develop detailed outreach and engagement plans tailored to the unique needs of Fayette County. Our approach will include identifying and initiating partnerships with colleges, universities, high schools, and local employers to form a robust network supporting the program

Phase 2: Outreach and Engagement

During the outreach and engagement phase, Jubilee Jobs will conduct strategic meetings and workshops with college and university, FCPS and other educational and workforce development leadership to align our workforce development strategies with institutional goals. Engagement strategies will be implemented to connect upper-level college students with employment opportunities and internships. Additionally, we will organize career fairs and networking events for high school students, collaborating closely with Fayette County Public Schools and local nonprofit partners. Our efforts will ensure robust participation from educational institutions and local businesses. Deliverables for this phase will include detailed reports on outreach activities and partnership meetings, showcasing our proactive engagement and collaboration efforts.

Phase 3: Program Implementation

In the program implementation phase, Jubilee Jobs will facilitate internships and job placements for college and high school students, focusing on those facing significant barriers to employment. We will provide comprehensive job readiness training, including resume building, interview preparation, and job search strategies, ensuring that participants are well-equipped to succeed in the workforce. Continuous monitoring and support will be offered to participants to ensure successful outcomes. Deliverables for this phase will include quarterly reports on student participation and program outcomes, along with detailed documentation of training sessions and materials used. This phase will leverage our experience from successful programs like "Innovate to Elevate" and "Bright Futures Employment Program."

Phase 4: Evaluation and Reporting

The final phase, evaluation, and reporting, will involve collecting and analyzing data on program impact, including feedback from students and employers. Jubilee Jobs will prepare and submit an annual report detailing program activities, outcomes, and recommendations for improvement to the LFUCG. Deliverables for this phase will include an annual report with a comprehensive program evaluation and presentation materials.

Program Goals, Targets, and Success Criteria:

Launch Family Learning Community Hubs:

- Partner with and assist Fayette County Public Schools in launching Family Learning Community Hubs.
- Develop hubs emphasizing workforce development support for students and their families.
- Integrate workforce development curriculum and career exposure in these hubs.

Target: In partnership with Fayette County Public Schools, successfully integrate Jubilee Jobs workforce curriculum into the FCPS Family Learning Community Hubs, integrating job readiness and career exposure curriculum and comprehensive employment support.

Workforce Readiness Programming:

- Enhance workforce development services and provide materials, curriculum, experiential learning, or training participants aged 16-26.
- Conduct job workshops covering interview preparation and conflict resolution, and integration of Jubilee Jobs seven-step jobs program.

Target: Enroll 125 participants in the program and distribute educational resources to an additional 300 students. Achieve a 70% completion rate of the seven-step jobs program among enrolled participants.

Individual Assistance:

- Provide one-on-one job counseling, including resume building, job application assistance, mock interviews, and cover letter development.

Target: Ensure 70% of participants complete these individual assistance components.

Increase Participation in Experiential Learning:

- Provide internships, apprenticeships, career simulations, employment or shadowing opportunities to participants.
- Programming and experiential learning will be informed by both leading experts in Central Kentucky's educational sector and business world, while ensuring that student feedback keeps the programs student centric but industry informed.

Target: Enroll at least 60% of participants in experiential learning opportunities or employment.

Financial Literacy and Job Preparation in Financial Sector:

- Integrate financial literacy education in partnership with Leadership Lexington's "LitLex" initiative.
- Organize and conduct a financial literacy seminar with Dunbar Junior and Seniors to educate the students on fundamentals of financial literacy.
- Equip participants with financial knowledge to empower informed decision-making and long-term economic stability.
- Prepare students for jobs in the financial sector.

Target: In collaboration with Junior Achievement and LitLex, organize and conduct a financial literacy seminar for the junior and senior class of Dunbar High School.

Expand Technology Exposure and Integration:

- Utilize virtual reality technology and other modern tools to provide career exploration experiences, aiming for a 5% increase in student comfort with technology.
- Embracing the digital age, we will incorporate state-of-the-art virtual reality technology, leveraging Transfr's innovative software, to offer participants virtual exposure to over 35 distinct careers. This integration aims to provide a unique, immersive perspective on potential professions, ensuring students remain at the forefront of technological advancements in job preparedness.
- To measure outcomes on technology exposure and integration, Jubilee Jobs will utilize the exceptional data gathering and analytics tools available via Transfr's platform. Transfr has a proven track record of positive outcomes with students that utilize its career exploration simulations. For example, in 2021, West Alabama Works (WAW) exposed over 1,100 students to Transfr's career exploration simulations during a four-week program, which resulted in an 18% increase in CTE enrollment using only 10 Transfr VR headsets. In another study at Coastal Bend College in Texas, 83% of students chose a career path, and 39% felt more comfortable with their career pathway choices.

Target: Achieve a 5% increase in student comfort with technology through pre- and post-assessments.

Community Engagement:

- Engage families, educators, and local leaders to create a supportive environment for students.
- Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Target: Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Resource Connection Website Launch:

- Goal: Develop and launch a comprehensive online platform integrated into the Jubilee Jobs website to provide critical life skills and supportive service connection to promote academic and professional enrichment and employment attainment and upward mobility.

Target: Create a fully functioning website during the grant period that serves as a resourcing hub for young people aged 16-26, providing life skills education and critical wraparound resources for job attainment and retention. The website will offer guidance on topics surround life and soft skills, while also connecting users to job readiness training and employment resources.

This structured approach will ensure that Jubilee Jobs can effectively implement the Talent and Workforce Development initiative, fostering a skilled and resilient workforce that supports the continued growth and prosperity of Fayette County.

Sources of Non-LFUCG Funding:

To ensure resounding success for this Talent and Workforce Development initiative, Jubilee Jobs will deploy $250,000 in earmarked funding. To complement the requested $75,000 of LFUCG funding for

the Talent and Workforce Development project, Jubilee Jobs of Lexington has secured additional funding from private sources to support the initiative:

- Walton Foundation: $125,000 for high school workforce programming.
- Taco Bell Foundation: $50,000 for workforce programming for individuals aged 16-26.

Funding & Percentage Breakdown:

- Non-LFUCG Funding: ($175,000 / $250,000) *100 = **70% program non-LFUCG Funded**
- LFUCG Funding: ($75,000 / $250,000) *100 = **30% program LFUCG Funded**

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: $1,000
- Community Development Block Grant: $20,000
- Workforce Development Grant: $50,000

2023:

- BFREE IDs Grant: $500
- Workforce Development Grant: $68,750
- Second Chance Academy Grant: $75,000

2024:

- BFREE IDs Grant: $1,000
- Neighborhood Development Funds: $1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Proposed 2.10 Talent & Workforce Development Project Budget

Total 2.10 Project Budget Requested: $75,000

Advertising and Promotion - $2,500
Computer and Internet Expenses - $1,500
Continuing Education - $1,000
Restricted Grant Expenditures-Client Needs - $1,000
Simulations and Field Trips - $1,500
Insurance Expense - $1,500
Meals - $500
Office Supplies - $1,500
Payroll Expenses - $50,000
Health Insurance - $6,000
Rent Expense - $5,000
Telephone Expense - $1,500
Travel Expense - $1,500

***Agency budget with proposed project budgets included in Exhibit 1**

History of Organization and Statement of Qualifications

Key Personnel

- **Ronald Delgado, Specialized Job Counselor**
  - **Role:** Program Lead for Talent and Workforce Development
  - **Time Commitment:** 95% of weekly work hours are dedicated to this project.
- **Natalie Collins, Project Manager**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 10% of weekly work hours dedicated to this project.
- **Mason King, CEO**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 5% of weekly work hours are dedicated to this project.

Individual Information

- **Ronald Delgado**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.3*
  - **Job Description:** As the Specialized Job Counselor, Ronald Delgado will lead the Talent and Workforce Development initiative, focusing on providing direct services to clients aged 16-26. His responsibilities include developing and delivering workforce development curriculum, facilitating career exposure activities, and providing one-on-one job counseling.
  - **Job Function:** Ronald will oversee the implementation of job readiness training, internship and job placement facilitation, and financial literacy education. He will coordinate with educational institutions and local employers to ensure the successful integration of the program components.
- **Natalie Collins**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
  - **Job Description:** As Project Manager, Natalie Collins will provide strategic oversight and support for the Talent and Workforce Development program. Her responsibilities include overseeing outreach and engagement efforts, in collaboration with WORK-Lexington initiatives, coordinating with partner organizations, and ensuring the overall effectiveness of the program.
  - **Job Function:** Natalie will support Ronald in developing and delivering program components, tracking progress, and reporting outcomes.
- **Mason King**

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations and cross-programmatic integration.
- **Job Function:** Mason will provide high-level strategic direction and support to ensure the program aligns with Jubilee Jobs' mission and goals and are integrated with complementary programming.

Qualifications of Key Staff

Ronald Delgado brings a wealth of experience and a diverse skill set to the Talent and Workforce Development program. He is bilingual with native fluency in Spanish, which will be invaluable in reaching and assisting a broader demographic. Ronald has extensive experience working with students, having served in roles such as a volunteer tutor at the Carnegie Center for Literacy and Learning, where he developed tutoring plans and provided counseling to students. His leadership roles at Northern Kentucky University, including Interim President of the Inter-Fraternity Council and Vice-President of Finance for Sigma Phi Epsilon Fraternity, demonstrate his strong organizational and communication skills. Ronald's ability to manage large-scale projects and his background in political science, business administration, and communications make him exceptionally qualified to lead this initiative.

Natalie Collins & Mason King's competencies are referenced in Section 2.9

Organizational Suitability and Past Programmatic Success

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our successful implementation of innovative workforce development programs and our proven track record of impactful community engagement. One of our standout initiatives is the "Innovate to Elevate" program, a collaborative effort between Commerce Lexington, Black Male Working Academy, and Transfr. This program garnered a $500,000 investment from the Walton Foundation, significantly enhancing workforce programming in Fayette County. The program already boasts a first-in-the-nation youth Chamber of Commerce Trip, virtual reality career exploration, and workforce development initiatives for Fayette County students. Additionally, our "Broadened Horizons" program, funded by the Taco Bell Foundation, targets individuals aged 16-26. The success of this program in 2023 led to an increase in funding from $25,000 to $50,000 for 2024, underscoring our capability to deliver effective and scalable workforce development solutions, and garner expanded sustainable funding. These accomplishments demonstrate our ability to manage and enhance workforce initiatives, ensuring positive outcomes for participants and contributing to the economic growth of Fayette County.

Supplemental Exhibits

Exhibit 1.0

LFUCG Economic Development Partnership Services - Grant Budget

Revenue	2024 Agency Budget	2024 2.9 WORK-LEXINGTON PROJECT BUDGET	2024 2.10 TALENT AND WORKFORCE DEVELOPMENT PROJECT BUDGET
42080 · Employee Retention Credit	2,552.00		
43000 · Contributions			
43000.2 · Fundraiser - 2024 NCF Credit Card Gifts	8,500.00		
43000.3 · Fundraiser - Sponsors			
43000.4 · Fundraiser - Event	190,000.00		
43000 · Contributions - Other	35,000.00		
	236,052.00		
44000 · Interest Income	23,500.00		
45000.1 Grants restricted**	362,531.00	75,000.00	75,000.00
	-		
45000 · Grants - other			
	386,031.00		
Total Revenue	**622,083.00**	**75,000.00**	**75,000.00**
Cost of Goods Sold			
50500 Contracted Services	-		
Gross Revenue	**622,083.00**		**150,000.00**
Expense			
60000 · Advertising and Promotion	16,000.00	5,000.00	2,500.00
60400 · Bank Service Charges	100.00		
61000 · Business Licenses and Permits	50.00		
61300 · Donations (BGCF Goodgiving Challenge 2024)	500.00		
61700 · Computer and Internet Expenses	16,000.00	500.00	1,500.00
61800 · Office Refit (Covered by Insurance)	-		
62000 · Continuing Education	3,000.00		1,000.00
62500 · Dues and Subscriptions	5,000.00		
Total 60000-62500	**40,650.00**	**5,500.00**	**5,000.00**
62700.1 · Restricted Grant Expenditures-Client Needs	13,000.00	500.00	1,000.00
62800 · Client Transportation Assist. (Restricted)	6,000.00		
Total 62700.1 - 62800	**19,000.00**	**500.00**	**1,000.00**
63000.1 · Special Events	5,000.00	2,500.00	
63000.2 · Simulations and Field Trips	3,500.00		1,500.00
63000 · Fundraiser - Celebration	40,000.00		
Total 63000	**48,500.00**	**2,500.00**	**1,500.00**
63300 · Insurance Expense			
63310 · General Liability Insurance	1,800.00	250.00	500.00
63350 · Professional Liability	1,000.00	250.00	500.00
63360 · Worker's Compensation	600.00	250.00	500.00
63300 · Insurance Expense - Other	250.00		
	3,650.00	**750.00**	**1,500.00**
63500 · Legal	-		
64300 · Meals	1,500.00	500.00	500.00
64400 · Board Meetings	2,000.00		
64500 · Move Up Meetings	1,600.00	750.00	-
64900 · Office Supplies	4,500.00	1,000.00	1,500.00
66000 · Payroll Expenses	378,468.00	50,000.00	50,000.00
66100 · Health Insurance	51,732.00	5,000.00	6,000.00
66150 · Employer HSA/IRA Contribution	5,500.00		
	-		
66500 · Postage and Delivery	600.00	500.00	-
66700 · Professional Fees	4,000.00		
66900 · Longevity Recognition Program	2,500.00		
67100 · Rent Expense	30,990.00	5,000.00	5,000.00
67200 · Repairs and Maintenance	-		
68100 · Telephone Expense (Cell Phone)	4,100.00	1,500.00	1,500.00
68400 · Travel Expense (Mileage)	11,000.00	1,500.00	1,500.00
68700 · Flowers and Gifts	4,000.00		
69000 · Taxes	-	-	
Total ~63500-69000	$ 502,490.00	$ 65,750.00	$ 66,000.00
Total Expense	**$ 614,290.00**	**$ 75,000.00**	**$ 75,000.00**
End of year reserve	**$ 7,793.00**		

EXHIBIT 1.1

NC / NATALIE COLLINS

E: nataliecollins3600@gmail.com | (859) 559-8251 | **A:** Lexington, KY 40515

WORK HISTORY

Jubilee Jobs Of Lexington - ***Project Manager***
Lexington, KY
07/2022 - Current

- Managed and created content for all organizational social media accounts, increasing engagement and follower growth across platforms.
- Designed and produced marketing materials, including brochures, flyers, and promotional products, to effectively communicate the organization's mission and programs.
- Maintained and updated the organization's website, ensuring content was current, relevant, and user-friendly.
- Provided one-on-one job counseling to clients, offering guidance on resume building, interview preparation, and job search strategies.
- Spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry.

Baptist Health Medical Group - ***Patient Access Coordinator***
Lexington, KY
10/2019 - 06/2021

- Assisted patients in finding new primary care providers, facilitating smooth transitions and continuity of care.
- Coordinated and managed patient referrals to specialists and other healthcare providers, ensuring timely and accurate follow-up.
- Processed medication refill requests, collaborating with healthcare providers to ensure timely patient access to necessary medications.
- Accurately inputted and maintained patient demographic information in EPIC, the electronic health record (EHR) system, ensuring data integrity and confidentiality.
- Efficiently scheduled patient appointments, ensuring optimal use of available resources and reducing wait times for patients.

Sun Tan City - ***Lead Key Holder***
Lexington, KY
07/2016 - 11/2018

- Assisted with inventory control, including ordering, receiving, and organizing products to maintain optimal stock levels and reduce shrinkage.

EDUCATION

University of Kentucky
05/2019

Bachelor of Public Health

- Dean's List Fall 2015 - Spring 2019
- Cumulative GPA of 3.9
- Elected to the Operations Committee for Kappa Alpha Theta in 2018

Lexington Christian Academy
Lexington, KY
05/2015

High School Diploma

- Member of National Honor Society, Beta Club, and Mu Alpha Theta
- Recipient of the English 12, Chemistry, Pre-Calculus, Calculus, Photography, and Microbiology Awards

VOLUNTEER EXPERIENCE

Colombia Mission Team Coordinator (July 2019 & June 2024)

- Coordinated community response to individual financial or material needs.
- Carried much needed food and personal supplies to impoverished communities in Cali, Colombia.

PepperPointe Management Marketing Intern (August 2017)

- Performed market analysis and researched latest trends.
- Took detailed notes of progress, processes and industry details to better understand marketing and company protocols.
- Generated reports detailing campaign performance, customer engagement and trends.

- Managed staff schedules to ensure adequate coverage during all shifts, optimizing productivity and maintaining a high level of customer service.
- Performed daily cleaning tasks and monthly deep cleans to maintain a pristine and inviting environment for customers.
- Consistently met or exceeded sales goals through effective customer service, product knowledge, and sales strategies.
- Trained new hires on company policies, procedures, and sales techniques, ensuring they were well-prepared to meet performance standards.

ADDITIONAL INFORMATION

Sode-Zo Center & CRAVE Recovery Intern (July 2021 - Present)

- Promoted family stabilization through direct service.
- Promoted persons in recovery pursuit of higher education.
- Helped resource recovery community with adult learning, economic stability, and social services.
- Conducted community outreach and service to multiple non-profit organizations (i.e., Revive Life House & Refuge for Women) within the community.

Lexington Humane Society Volunteer (September 2015 - August 2016)

- Kept cages, kennels, play yards and grooming areas neat and clean.
- Supported animal wellbeing by caring for both physical and mental health needs through strategies such as regular exercise.
- Cared for animals by feeding and bathing, taking dogs for walks, cleaning litter boxes and supervising playtime.

University of Kentucky Chandler Hospital Volunteer (May 2014 - July 2014)

- Organized and compiled electronic data management.
- Facilitated consumer relations.

SKILLS

Project Planning & Management

Verbal & Written Communication

Stakeholder Engagement

Problem Solving & Decision Making

Client Rapport

Attention to Detail

Creativity & Innovation

Team Collaboration

Exhibit 1.2

112 Cherrybark Drive
Lexington, KY 40503
859.361.6616
masontking@gmail.com

MASON T. KING, MBA

HONORS AND RECOGNITION

TODD L. DAUGHTERY AWARD FOR OUTSTANDING & UNIQUE CONTRIBUTIONS TO THE POLITICAL SCIENCES

Winner of the Daughtery Award for the University of Kentucky, Department of Political Science

FINALIST FOR THE VANDEBOSCH OUTSTANDING SENIOR IN POLITICAL SCIENCE AWARD

Selected as a finalist for the Outstanding Senior in Political Science Award at the University of Kentucky

DEPARTMENTAL HONORS, POLITICAL SCIENCE AND SPANISH

Graduated with departmental honors in both Political Science and Spanish at the University of Kentucky

M. EARL JOHNSON AWARD WINNER

Winner of the Bethel School of Ministry M. Earl Johnson Award for excellence and outstanding character

PUBLISHED POET

Creative Communication Contest: Poetry Selected for Publication

AP SCHOLAR WITH HONORS

Granted to students who received an average score of at least a 3.25 on all AP Exams taken

PHI SIGMA THETA NATIONAL HONOR SOCIETY

Distinguished member of the University of Kentucky chapter of Phi Sigma Theta Honor Society

EXPERIENCE

CHIEF EXECUTIVE OFFICER, JUBILEE JOBS OF LEXINGTON

April 2022 - Present

Chief Executive Officer for Jubilee Jobs. Oversees all programming, financing, human resourcing and development operations. Program services over 500 clients annually providing training, job placement and retention support to disadvantaged job seekers. Program budget and revenue has tripled in first two years, and number of clients served has increased doubled. Launched critical new programs such as the innovative Second Chance Academy, a successful LFUCG Mayor's Office initiative promoting long-term re-entry for FCDC inmates.

BENEFITS PARALEGAL & VOLUNTEER COORDINATOR, LEGAL AID OF THE BLUEGRASS

August 2014- April 2022

Bi-lingual benefits specialist and director of volunteer program, responsible for 35 counties throughout Kentucky. Coordinator of the over 100 statewide volunteers. Responsible for training, program compliance and recruitment of professional and lay volunteers. Advises clients on Medicare, Medicaid, KCHIP, and employer/retiree insurance. Frequent work with local, state and federal agencies regarding benefits issues and payment for medical services. Expert in health policy, Medicare, the Affordable Care Act, Expanded Medicaid, Medicaid Waivers, pandemic-related-benefits, etc. Successfully brokered a partnership between CHI Saint Joseph Hospital and Legal Aid which maximized outreach efforts, and furthered agency objectives. Produced materials that were celebrated at the National Council on Aging. Regularly conducts training and presents at inter-agency meetings. Charged with policy, rule and regulation interpretation for direct client advocacy.

OWNER AND OPERATOR, THE WILLOW HOUSE

August 2019- May 2021

Owner and operator of the Willow House, a thriving Airbnb in Redding, CA. Implemented business strategy and creativity to create a bed and breakfast that welcomed hundreds of guests in its first year of operation. Ranked as a

"Super Host" on the Airbnb platform and a regularly featured and celebrated hosting venue in Northern California. Invited as a panelist on an Airbnb focus group to address future company strategy and customer relations.

LAW CLERK, LEGAL AID OF THE BLUEGRASS

December 2012- August 2014

Assisted attorneys with regular Spanish interpretation to Legal Aid clients, expungement clinics, work with health and government benefits law, specialized work in the prevention of illegal evictions, assistance on immigration cases, work in elder-law, aid in wills clinics, and extensive work with the Fayette County Pro Bono program.

INTERN, UNITED STATES DEPARTMENT OF STATE

August 2015 – October 2015

Intern for the Office of Public Diplomacy in the United States Embassy located in Asuncion, Paraguay. Tasked with advancing American foreign policy through representing the United States at events across the Republic of Paraguay. Utilized to: draft speeches on behalf of the Ambassador, plan events for the Ambassador's schedule, write cables to Washington D.C., informing the Department of State on politically significant events, teach classes to local university students, and much more.

EDUCATION ABROAD PEER AMBASSADOR

January 2014 – May 2014

Ambassador for the International Center and Education Abroad office at the University of Kentucky. Responsible for advising students, educational marketing ventures, and preparing public presentations about topics such as: studying abroad, curriculum integration, marketing strategies, and multiculturalism.

MUTUAL CLERK, KEENELAND

January 2012 – November 2016

Responsible for selling and cashing wager tickets for Keeneland's live horse racing meets.

EDUCATION

UNIVERSITY OF SOUTH CAROLINA, AIKEN – MASTER OF BUSINESS ADMINISTRATION

Cumulative GPA: 4.0; AACSB Accredited

UNIVERSITY OF KENTUCKY – BACHELOR OF ARTS, SPANISH AND POLITICAL SCIENCE

Cumulative GPA: 3.778 ; Political Science Major GPA: 4.0; Spanish Major GPA: 4.0

UNIVERSITY OF KENTUCKY – UNDERGRADUATE CERTIFICATE IN GLOBAL STUDIES

Successful completion of the University of Kentucky Global Studies Certificate Program.

BETHEL SCHOOL OF MINISTRY – CERTIFICATE OF COMPLETION

Successful completion of three years of academic, faith-based studies at the Bethel School of Ministry. Completed a third-year mentorship under Hayley Braun, Associate Overseer of the Second Year Program.

UNIVERSITY OF SALAMANCA – EDUCATION ABROAD, CUSCO, PERÚ

Language intensive semester abroad in Cusco, Perú. Completed the educational program with high honors.

INDEPENDENT RESEARCH IN THE HUMAN HEALTH SCIENCES

Completed independent research for the University of Kentucky College of Health Sciences under Dr. Geza Bruckner. Conducted a semester-long investigative study on healthcare disparity with regards to economic status and income level along with encouraged actions to help eliminate the said disparities.

LEXINGTON CHRISTIAN ACADEMY – HIGH SCHOOL DIPLOMA

Graduated with High Honors from Lexington Christian Academy in Lexington, Kentucky.

COMMUNITY SERVICE

SEARCH.LOVE.RESCUE.

August 2012 - Present

Secretary and Director of Interns, Board of Directors. Leader of Search.Love.Rescue. Colombia missions trips. Director of fundraising efforts.

BETHEL SHORT TERM MISSIONS TRIP LEADER

August 2018 - May 2019

Missions trip leader for the BSTM Cali, Colombia trip 2019

HAITI OUTREACH MISSION TRIP

May 2010 – July 2011

Member of the 2010 and 2011 outreach team to St. Louis-du-Nord, Haiti

VOLUNTEER WORK AT SAINT JOSEPH HOSPITAL

September 2012 – December 2015

Volunteer in the Emergency Department at Saint Joseph Hospital in Lexington, Kentucky.

LEADERSHIP

BOARD MEMBER – SECRETARY – SEARCH.LOVE.RESCUE. NON-PROFIT

Elected Secretary on the Board of Directors for Search.Love.Rescue. Appointed Director of Interns.

HOMEGROUP LEADER – BETHEL SCHOOL OF MINISTRY

Voted to be small group leader in BSSM1 and Homegroup leader in BSSM2.

MISSIONS TRIP LEADER – BETHEL SHORT TERM MISSIONS TRIP

Chosen as a BSTM Trip Leader to Cali, Colombia, 2019.

PRESIDENT – NATIONAL HONOR SOCIETY

Elected President of the Lexington Christian Academy chapter of the National Honor Society

PRESIDENT – LEXINGTON CHRISTIAN ACADEMY CHORAL PROGRAM

Elected President of the LCA Choral Program in Lexington, Kentucky

Exhibit 1.3

Ronald Delgado

(859) 492-4500 |delgador5@nku.edu| 3710 Laredo Drive, Lexington, KY 40517

Skills

Bilingual native fluency in Spanish
Experience working with students
Proficiency in QuickBooks, Practice CS; CCH Axcess, Canva, and the Microsoft Suite
Fundraising experience
Research experience
Event planning, organizational, and interpersonal communication

Education

Northern Kentucky University, Highland Heights, KY
Major in Political Science/Business Administration/Communications Interdisciplinary Studies — May 2024

Work Experience

Frost Brown Todd, Lexington KY — September 2023 – Current
Office Assistant

- Reconciles vendor accounts and monitors expenditures made to the Kentucky Secretary of State.
- Records all parking validations distributed to clients and visitors, including monthly reconciliation of charges.
- Engages in document governance by checking in, checking out, and containerizing documents for off-site placement.
- Coordinates office maintenance requests and serves as the key point of contact for building administration and maintenance teams.
- Plans office social events including coordinating the event space, making, and sending calendar invitations, and making graphics using Canva.
- Serves as the initial point of contact for clients, visiting attorneys and business professionals, and potential new clients.

Blue&Company, Lexington KY — January – June 2023
Seasonal Tax Administrative Intern

- Assembled tax returns and financial statements for over 1,600 clients.
- Monitored and updated postage charges and reported to the corporate office for billing.
- Maintained office inventory, reconciled monthly credit card statements, and planned weekly office luncheons.
- Released weekly email communications with office staff to inform them of events and luncheons occurring during the succeeding week.
- Leveraged *CCH Axcess* to monitor and update projects and manage client information.
- Developed rapport with varied office staff and assisted in various special projects at the discretion of 5 Directors and the Office Manager.
-

Leadership and Volunteer Experience

Carnegie Center for Literacy and Learning — May 2023-Current
Volunteer Tutor

- Mentor a middle school student throughout the year.
- Develop a semester-long tutoring plan to track student's progress throughout the semester.
- Communicate with the student's parent to ensure homework and tutoring work is completed on a week-to-week basis.
- Provide counseling when needed to students.

Northern Kentucky University Inter-Fraternity Council — October 2021 – January 2022
Interim President

- Chaired the Council of Fraternity Presidents and the Inter-fraternity Council Executive Board, overseeing over 200 fraternity men.
- Led fundraising initiatives out of the Office of Greek Life.
- Established working relationships with university administrators and served as the spokesperson for the advancement of the fraternity community at NKU.
- Served as a liaison between the IFC community, Norse Violence Prevention Center, and the Office of Title IX to advocate for greater diversity, equity, inclusion, and power-based violence prevention.

- Presented and passed bylaw amendments to make the Vice-President of Diversity, Equity, and Inclusion a permanent executive board position.

Northern Kentucky University Sigma Phi Epsilon Fraternity — November 2020 – November 2021
Vice-President of Finance

- Managed the collection and management of approximately $30,000 annually in membership dues.
- Led all fundraising initiatives for the chapter including events with local businesses, auctions, alumni outreach, and *Dine to Donate* partnerships with chain restaurants.
- Utilized QuickBooks to monitor cash flow, distribute invoices, dispense funds, and maintain collection records.
- Achieved a collection rate of 95% of membership dues – the highest in chapter history.
- Developed an emergency COVID-19 budget that decreased membership dues by 35%, while increasing chapter savings by 10%.

Northern Kentucky University Student Government Association — May 2020 – March 2021
Chairman of Student Advocacy

- Sponsored two resolutions that were unanimously passed by the Student Senate.
- Conducted extensive review of university policies that affected student rights and provided feedback to the Office of Student Conduct, Rights, and Advocacy and the Dean of Students.
- Researched resolution proposals via quantitative research and inter-university outreach.
- Reviewed the by-laws and constitution of the SGA and proposed amendments concerning student rights.
- Presented research to the Board of Regents that preserved many mental health initiatives launched during the COVID-19 pandemic.

Kentucky Governor's School for Entrepreneurs — June 2017
Demo Day, 1st Place

- Selected to be one of only a handful of students to be selected to attend Kentucky's Governor's School for Entrepreneurs.
- Developed a deep understanding of the business model canvas, design thinking, and *lean startup* strategy.
- Competed at the school's culminating event, *Demo Day,* a sales-pitch competition, and finished 1st overall.
- Received a full-tuition scholarship to Northern Kentucky University after the program, totaling $30,000 in value.

Exhibit 2.9.1

- Jubilee Jobs' curated Instagram account serves as a vital communication channel to engage with our community and stakeholders.
- We regularly post updates, success stories, event announcements, and program highlights to keep our audience informed and involved.



Exhibit 2.9.2

- Over 20 partner organizations actively participated in our Back to Work BBQ, demonstrating collaborative engagement and support for Jubilee Jobs' mission.
- A remarkable turnout of over 500 clients indicates strong community interest and participation, reflecting the event's success in engaging and serving our target audience.

- By showcasing the success of our "Back to Work BBQ" event through this flyer, we aimed to illustrate our ability to effectively engage partners and the community, thereby enhancing program participation and fostering a sense of belonging among our stakeholders.

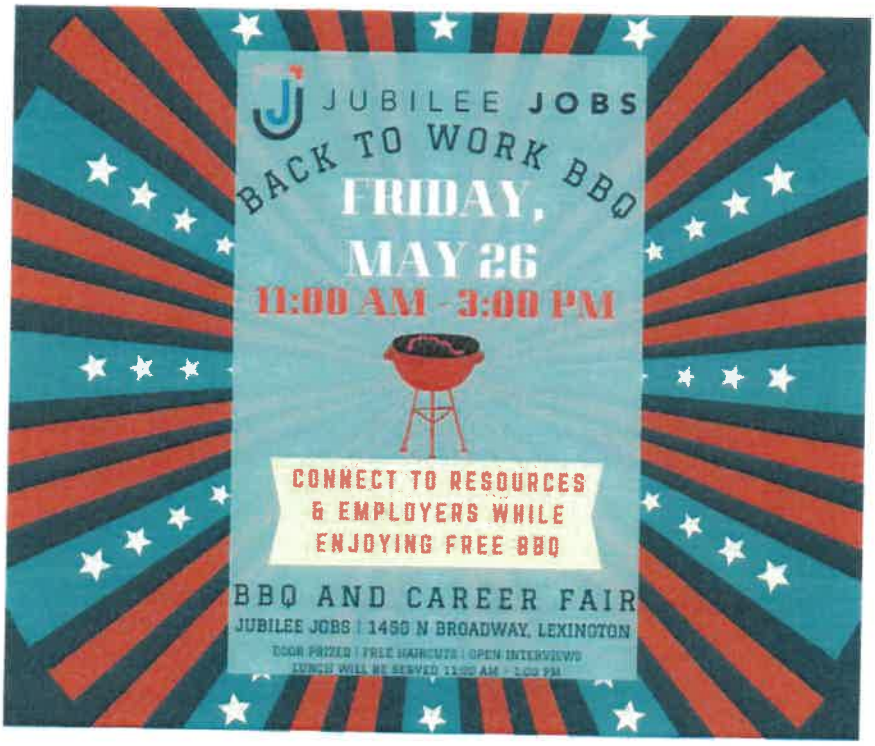


Exhibit 9.2.3

- Increased views, likes, shares, and comments reflect heightened awareness and interest in Jubilee Jobs' mission and activities.
- The "About Us" video (https://jubileejobsoflexington.org/about-us/) has facilitated meaningful connections with potential donors, volunteers, and partners, thereby contributing to our organizational growth and sustainability.
- This video evidences our ability to share compelling, concise stories that communicate missional objectives. This is a critical aspect of effective administration of the WORK-Lexington program.



About Us

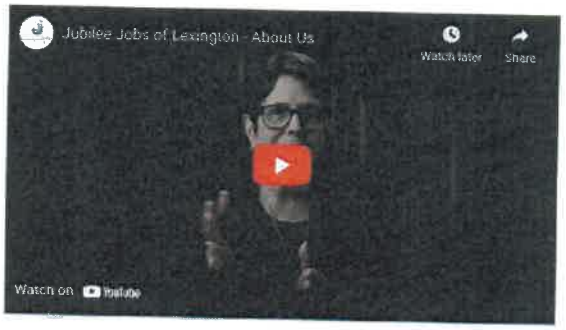


Exhibit 9.2.4

- The flyer is distributed through various channels, including community centers, local businesses, partner organizations, and digital platforms.
- Strategic dissemination tactics, such as targeted outreach campaigns and partnerships with key stakeholders, ensure broad accessibility and reach among our target demographic.



Exhibit 9.2.5

- This graphic serves as a dynamic and visually engaging tool to attract participants and drive attendance.
- By showcasing our social media program orientations graphic advertisement, we aim to demonstrate our innovative approach to digital outreach and recruitment, leveraging the power of social media to connect with and empower individuals seeking employment and career development opportunities.

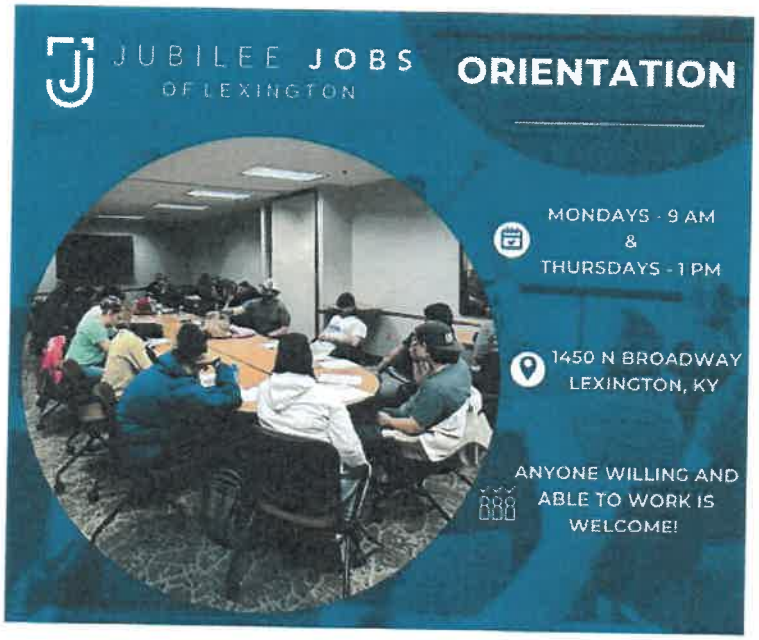


Exhibit 9.2.6

- Our client testimonial series, including the most recent video of Angela – a Second Chance Academy graduate – evidences our ability to tell engaging stories. These vignettes not only serve as powerful reports for funders, but excellent recruitment tools for employer and nonprofit partners. (https://jubileejobsoflexington.org/testimonials/)

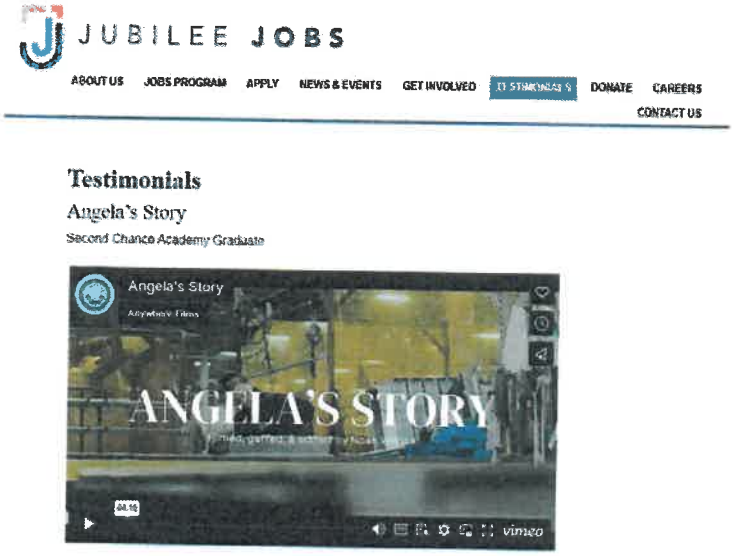


Exhibit 2.10.1

- Below are engaging materials for the "Innovate to Elevate" program, featuring comprehensive program information on the front and interview tips on the back.
- The inclusion of a QR code on our program flyer is just one example of how we harness technology to support our workforce development initiatives. Beyond printed materials, we incorporate QR codes into various digital platforms and communication channels to facilitate easy access to program resources and updates for our target audience.





Exhibit 2.10.2

- Jubilee Jobs' leadership has consistently delivered impactful projects, such as the "Bright Futures Employment Program." Notably, Taco Bell Foundation's decision to double its funding this year for the program serves as a compelling testament to the program's efficacy.
- Jubilee Jobs of Lexington has a strong track record of performing tasks with excellence, as evidenced by past successes and tangible outcomes achieved, which resulted in Taco Bell Foundation awarding $50,000 in 2024 for the "Bright Futures Employment Program", compared to the $25,000 awarded in 2023.

TACO BELL FOUNDATION

Exhibit 2.10.3

- Jubilee Jobs' commitment to innovation is evident in the successful deployment of virtual reality (VR) headsets for career exploration within its programs, particularly within the high schools of Fayette County. By harnessing cutting-edge technology, the organization has revolutionized the way students engage with career pathways.
- Through immersive VR experiences, students are transported into realistic work environments, allowing for hands-on exploration of various professions directly within their school settings.

Transfr Trainee Experience



Exhibit 2.10.4

- By strategically increasing our presence at key local events, we aim to raise awareness about our program and the various employment pathways available to high school and college students, especially those facing significant barriers to employment.
- Our active participation in community events such as the Lafayette Civic Expo and the LIFT Conference for young adults is a evidence of our recent outreach and engagement efforts.



Exhibit 2.10.5

- Jubilee Jobs recognizes the importance of holistic support in empowering individuals to achieve sustainable employment and personal growth. In alignment with our commitment to comprehensive workforce development, we have established a strategic partnership with the Black Male Working Academy (BMWA) to provide wrap-around services for young men in their program.

- Beyond traditional workforce development initiatives, Jubilee Jobs and BMWA are committed to offering wrap-around services that address the multifaceted needs of program participants.



450 Park Place
Lexington, KY 40511
Phone: (859) 381-4100
FCPS.net

Board of Education:
Tyler Murphy, Chair
Amy Green, Vice Chair
Amanda Ferguson
Marilyn Clark
Jason Moore

Superintendent:
Demetrus Liggins, PhD

An Equal Opportunity
School District

May 21, 2024

Re: Jubilee Jobs Letter of Support - Economic Development Partnership Services Proposal

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the Talent and Workforce Development and WORK-Lexington initiatives. As the Director of Family and Community Engagement (FACE) for Fayette County Public Schools, I have witnessed firsthand the critical need for comprehensive workforce development support for our students and their families. Jubilee Jobs has been a steadfast partner in addressing these needs, and their proposed initiatives align perfectly with our goals for the Family Learning Community Hubs.

Fayette County Public Schools is excited to collaborate with Jubilee Jobs in launching the Family Learning Community Hubs across Fayette County. These hubs will serve as vital resources for our students and their families, offering a holistic approach to education and workforce development. Jubilee Jobs' expertise in job readiness training, career exploration, and life skills education will be instrumental in ensuring the success of these hubs.

Jubilee Jobs' track record of successful program implementation, including the "Innovate to Elevate" initiative and the "Broadened Horizons" program, demonstrates their capability to deliver impactful workforce development services. Their collaborative approach and deep connections within the community make them an ideal partner for this initiative.

I am confident that Jubilee Jobs' participation in the Family Learning Community Hubs will significantly benefit Fayette County Public Schools' students and their families. Their commitment to providing quality workforce development support aligns with our mission to create equitable educational opportunities and foster lifelong success for all students.

Thank you for considering Jubilee Jobs' proposal. I wholeheartedly support their efforts and look forward to the positive impact this collaboration will have on our community.

Sincerely,

Miranda Scully
Director of Family and Community Engagement (FACE)
Fayette County Public Schools

444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588
Phone: (859) 381-9600 • Fax: (859) 381-9603 • www.lexingtonrescue.org

May 21, 2024

Re: Letter of Support – Jubilee Jobs' WORK-Lexington Proposal

To Whom It May Concern,

Please accept this letter as our strong support for Jubilee Jobs' WORK-Lexington initiative. As a funded agency of the WORK-Lexington program, Lexington Rescue Mission has had the privilege of collaborating closely with Jubilee Jobs and witnessing their exceptional commitment to workforce development in our community.

Jubilee Jobs has consistently demonstrated their ability to provide comprehensive and effective job readiness and placement services to individuals facing significant barriers to employment. Their innovative approaches and unwavering dedication have been instrumental in helping countless individuals secure stable and meaningful employment. Their expertise and experience make them an ideal candidate to coordinate and elevate the WORK-Lexington initiative to new levels of success.

Through our partnership with Jubilee Jobs, we have seen firsthand the positive impact of their programs. They have not only met but exceeded their goals, providing invaluable support to both job seekers and employers in Lexington. Jubilee Jobs' collaborative spirit and strong community connections have significantly enhanced the effectiveness of the WORK-Lexington initiative.

Lexington Rescue Mission supports Jubilee Jobs' proposal and their vision for the future of the WORK-Lexington initiative. We are confident that their influence will bring about significant positive change and further strengthen our collective efforts to address unemployment and underemployment in Lexington. We look forward to continuing our partnership with Jubilee Jobs and witnessing the continued success of the WORK-Lexington initiative under their capable coordination.

Thank you for considering Jubilee Jobs' proposal. We wholeheartedly endorse their efforts and believe that their involvement will be a tremendous asset to the WORK-Lexington initiative and the broader community.

Best Regards,

Laura Carr
Executive Director

LEXINGTON LEADERSHIP FOUNDATION

May 21, 2024

Re: Lexington Leadership Foundation Letter of Support – Jubilee Jobs

To Whom It May Concern,

I am writing to express my enthusiastic support for Jubilee Jobs of Lexington's proposals for the LFUCG WORK-Lexington initiative and the Talent and Workforce Development program.

As the CEO of Lexington Leadership Foundation (LLF), I have had the privilege of collaborating with Jubilee Jobs on numerous community-serving initiatives, including another LFUCG program – the Second Chance Academy. Our partnership has consistently demonstrated Jubilee Jobs' commitment to transforming lives and fostering economic stability in our community.

Jubilee Jobs' influence and effectiveness, particularly with young people in Fayette County, is invaluable. Their holistic approach to workforce development—encompassing job readiness training, career exploration, and life skills education—aligns seamlessly with LLF's mission to engage and empower youth. Through programs like Innovate to Elevate and Broadened Horizons, Jubilee Jobs has successfully bridged educational and employment gaps, providing young individuals with the tools and confidence needed to thrive in today's job market.

The WORK-Lexington initiative, under Jubilee Jobs' coordination, promises to elevate our community's workforce development efforts to new heights. Their strategic plan to expand outreach, integrate services with community partners, and implement a robust marketing strategy will undoubtedly enhance the program's reach and impact. Moreover, Jubilee Jobs' ability to connect with local employers and their extensive network of support services ensures that job seekers receive the comprehensive assistance they need to secure and retain employment.

Jubilee Jobs' longstanding success in workforce development and their deep-rooted connections across multiple sectors within the community make them the perfect organization for these initiatives. Their proven track record of exceeding program goals and securing additional funding speaks to their capability and dedication. We are confident that Jubilee Jobs' leadership in the WORK-Lexington initiative and the Talent and Workforce Development program will result in significant positive outcomes for our community. Their unwavering commitment to service makes them a vital asset to our collective mission of empowering individuals and strengthening our community.

Sincerely,

Christian Postel
CEO | Lexington Leadership Foundation



May 20, 2024

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the CEO of Tracy's House, a sober living and treatment program in Lexington, I have had the privilege of witnessing firsthand the transformative impact Jubilee Jobs has on our residents through their job training and placement services.

Jubilee Jobs has been a critical partner in our mission to support individuals in recovery. Their dedication to providing comprehensive job readiness training and employment opportunities has been instrumental in helping our residents rebuild their lives. The skills and confidence our residents gain through Jubilee Jobs' programs significantly contribute to their long-term recovery and reintegration into society.

The expanded services proposed under the WORK-Lexington initiative are particularly exciting for Tracy's House and the individuals we serve. Enhanced outreach and integrated services will undoubtedly increase the reach and effectiveness of the program. These improvements will provide critical support to our participants in recovery, offering them even more resources to secure stable employment and achieve self-sufficiency.

We are committed to actively participating in the WORK-Lexington initiative by bringing our residents to the orientations and ensuring they receive the assistance offered. The structured and supportive environment of Tracy's House, combined with the expert guidance and resources provided by Jubilee Jobs, and WORK-Lexington partners, creates a powerful synergy that fosters successful outcomes for our residents.

Jubilee Jobs' proven track record and their unwavering commitment to workforce development make them an ideal coordinator for the WORK-Lexington initiative. We wholeheartedly support their proposal and look forward to continuing our partnership to provide meaningful and impactful services to individuals in recovery.

Sincerely,

Chiquita Shields
CEO, Tracy's House

Caise Place Sober Living
2853 Sir Barton Way, Lexington, KY 40509
Phone 859.551.7383
caiseplace@gmail.com

CAISE PLACE
Sober Living

Nov 22, 2024

To Whom It May Concern,

I am writing on behalf of Caise Place to express our strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the House Manager at Caise Place, a sober living program, I have seen firsthand how Jubilee Jobs has been a vital partner in providing valuable employment services to our residents.

Jubilee Jobs has played a crucial role in our residents; recovery journeys by offering comprehensive job readiness training and connecting them with employment opportunities. Their dedicated staff works tirelessly to ensure that each individual receives personalized support, which has made a significant difference in helping our residents gain the skills and confidence needed to re-enter the workforce. The impact of their services is evident in the success stories of many of our participants who have secured stable employment and are on the path to long-term recovery.

The proposed expansion of the WORK-Lexington initiative is an exciting development for Caise Place and the individuals we serve. Their experience-based strategy will greatly benefit our residents, providing them with additional resources and support to achieve their employment goals. These improvements will help address the unique challenges faced by individuals in recovery, offering them a better chance at rebuilding their lives.

At Caise Place, we are committed to actively supporting the WORK-Lexington initiative. We will ensure that our residents attend the orientations and take full advantage of the assistance provided by Jubilee Jobs and other collaborative partners.

Jubilee Jobs does what they say they're going to do, and helps our people not only secure jobs, but a second shot at life.

Thank you for considering Jubilee Jobs, proposal. We look forward to continuing our partnership and witnessing the positive impact of the expanded WORK-Lexington initiative.

Regards,

A. Snedegar III

Asher Snedegar
House Manager
Caise Place



Jonathan Allen
Primary Purpose Behavioral Health
Owner
C: 859-699-3046
E: jonathanallen@primarypurposebh.com

To Whom It May Concern,

I am writing to offer my enthusiastic support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the Founder and CEO of Primary Purpose Behavioral Health, which provides outpatient counseling, intensive outpatient programs, and safe sober living, I have seen the significant positive impact that Jubilee Jobs has had on our residents through their job training and placement services.

Jubilee Jobs has been an invaluable partner in our mission to support individuals in their recovery journey. Their commitment to providing comprehensive job readiness training and employment opportunities has been a cornerstone in our community helping individuals with SUD rebuild their lives and gain the skills and confidence necessary for sustained recovery.

The personalized support and professional guidance they offer have made a tremendous difference in the lives of those we serve. The proposed expansion of services under the WORK-Lexington initiative is particularly exciting for Primary Purpose Behavioral Health and our clients.

We are committed to actively participating in the WORK-Lexington initiative by bringing our clients to orientations and ensuring they receive the valuable assistance offered. The structured environment and support provided by Primary Purpose Behavioral Health, combined with the expert job training and placement services from Jubilee Jobs, create a powerful combination that fosters successful outcomes for our residents.

Jubilee Jobs' proven expertise and dedication make them an ideal point guard for this initiative. Thank you for considering Jubilee Jobs' proposal. We are confident that their expanded role in the WORK-Lexington initiative will greatly benefit our community and the lives of those we serve.

Regards,

Jonathan Allen, CEO
Primary Purpose, Inc.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH JUBILEE JOBS OF LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH THE WORK-LEXINGTON PROGRAM, AT A COST NOT TO EXCEED THE SUM OF $62,718.42.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington program.

Section 2 – That an amount, not to exceed the sum of $62,718.42, be and hereby is approved for payment to Jubilee Jobs of Lexington, Inc., from account #1101-900351-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0886-24:TAH:4853-8125-3089, v. 1

RESOLUTION NO. 463 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH JUBILEE JOBS OF LEXINGTON, INC., PURSUANT TO RFP #35-2024, TO ASSIST WITH THE WORK-LEXINGTON PROGRAM, AT A COST NOT TO EXCEED THE SUM OF $62,718.42.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Jubilee Jobs of Lexington, Inc., pursuant to RFP #35-2024, to assist with the WORK-Lexington program.

Section 2 – That an amount, not to exceed the sum of $62,718.42, be and hereby is approved for payment to Jubilee Jobs of Lexington, Inc., from account #1101-900351-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0886-24:TAH:4853-8125-3089, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 30 day of August September 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **JUBILEE JOBS OF LEXINGTON, INC.** , a Kentucky corporation, ("Organization") with offices located at 535 W Second St., Ste. 205, Lexington, Kentucky 40508, with an effective date of July 1, 2024.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include 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" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Progress Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay the Organization a total amount not to exceed Sixty-Two Thousand and Seven Hundred and Eighteen Dollars and 42/100 Cents ($62,718.42) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth (1/4th) of the Funds. 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 the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. 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).

8. Organization shall indemnify, defend and hold harmless Government, 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 the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government 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 Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization'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 Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement and a quarterly invoice, accompanied by receipts supporting the reimbursement request.

11. By no later than the fifth (5th) of the month following the end of each quarter (e.g.: Saturday, October 5, 2024; Sunday, January 5, 2025; Saturday, April 5, 2025; and Saturday, July 5, 2025), the Organization shall submit electronically a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call

of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO.

12. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and the final quarterly invoice with supporting documentation.

13. By March 31, 2025 Organization shall provide 1) an updated list of WORK-Lexington workforce partners and employers participating in hiring events at all WORK-Lexington locations, and 2) Lexington/Fayette County workforce contacts, including entity name, the name of each entity's CEO/President, and the contact information of same.

14. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

15. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG.

16. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

17. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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 Organization, or to constitute Organization an agent of the Government.

18. 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.

19. Organization shall adopt 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 submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

20. The 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 the CDO within 10 days of completion.

21. 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.

22. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

23. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

24. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where 2the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of

option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

25. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not

contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

26. 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.

27. 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.

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

For Organization:
Jubilee Jobs of Lexington, Inc.
535 W Second St., Ste. 205
Lexington, Kentucky 40508
Att: Mason King, Chief Executive Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stock
~~Abigail Allan, Clerk~~ of the Urban County Council
Deputy, Mackenzie Stock

JUBILEE JOBS OF LEXINGTON, INC.

BY: _____
RICHARD GRIFFITH, CHAIR

ATTEST: _____
WITNESS: D J Bryant
DATE: 8/22/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Jubilee Jobs

SCOPE OF WORK – WORK - LEXINGTON

Local Contribution:
Jubilee Jobs will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D and E of this Agreement, which include, but are not limited to:

WORK-LEXINGTON

- Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
- Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
- Work with local employers and develop relationships with employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities. Connect with employers weekly.
- Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
- Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
- Quarterly reports will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by the 5th of the first month after the quarter.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

EXHIBIT "B"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

JUBILEE JOBS
QUARTERLY QUESTIONNAIRE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:

Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:

Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

WORK-Lexington Orientations:

WORK-Lexington orientations held during the quarter:
Total attendance at WORK-Lexington orientations held during this quarter:
Average attendance at WORK-Lexington orientations held during this quarter:

Employer Engagement:

Employers engaged on behalf of WORK-Lexington during this quarter:

Client Assistance:

WORK-Lexington clients assisted during this quarter:
WORK-Lexington clients who secured employment this quarter:
WORK-Lexington enrollment for this quarter:
WORK-Lexington enrollment who received employment this quarter:
Types of employment (collectively) clients received this quarter:
- Job Type
- Job Type
- Job Type

Marketing Efforts:

WORK-Lexington social media post this quarter:
WORK-Lexington quarterly email newsletter submitted this quarter: (Yes/No)
- Attach newsletter with this report

WORK-Lexington monthly community outreach activities conducted/held this quarter: Number
- Please describe the activities that were conducted/held

EXHIBIT "C"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

JUBILEE JOBS
ANNUAL QUESTIONNAIRE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Workforce Training

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

WORK-Lexington Orientations (July 1, 2024 – June 30, 2025):
WORK-Lexington orientations held during the year (Goal 3 Orientations per month):
Total attendance at WORK-Lexington orientations held during the year:
Average attendance at WORK-Lexington orientations held during the year:

Employer Engagement (July 1, 2024 – June 30, 2025):
Employers engaged on behalf of WORK-Lexington during the year (Goal 2 per week):

Client Assistance (July 1, 2024 – June 30, 2025):
WORK-Lexington clients assisted during the year:
WORK-Lexington clients who secured employment during the year:
WORK-Lexington enrollment total during the year (Goal 500):
WORK-Lexington enrollment who received employment during the year (Goal 250):
Types of employment (collectively) clients received during the year:
Job Type
Job Type

Job Type

Marketing Efforts:

WORK-Lexington social media post during the year (Goal 3 per month):

WORK-Lexington Monthly email newsletters submitted the year (Goal 1 per quarter): Number

WORK-Lexington monthly community outreach activities conducted/held this year (Goal 1 per month):

Number held

Please describe the activities that were conducted/held

Referrals:

Number of referrals received:

Number of referrals to partners and which partners:

Names of partners referred to:

Barriers:

Top 5 barriers of clients

EXHIBIT "D"

Lexington/Fayette Urban County Government
RFP #35-2024
Jubilee Jobs

ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.

(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 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 be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

AMERICAN RESCUE PLAN ACT

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 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 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.

Signature

May 29, 2024
Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, MASON KING, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is MASON KING and he/she is the individual submitting the proposal or is the authorized representative of JUBILEE JOBS OF LEXINGTON, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer 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.

Mason King

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Mason King on this the 29th day of May, 2024.

My Commission expires: 01/07/2028

NOTARY PUBLIC, STATE AT LARGE

KYNP256

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Signature

JUBILEE JOBS OF LEXINGTON
Name of Business

JUBILEE JOBS
OF LEXINGTON

Jubilee Jobs of Lexington
Affirmative Action Plan

Introduction:

Jubilee Jobs of Lexington is committed to ensuring equal employment opportunities for all individuals. Jubilee Jobs of Lexington is committed to complying with all applicable equal employment opportunity and labor laws. Our organization seeks to foster an environment where all individuals are treated with respect and dignity. This Affirmative Action Plan outlines our policies and procedures for recruiting, hiring, promoting, and retaining a diverse workforce.

Policy Statement:

Jubilee Jobs of Lexington is committed to creating an environment that values diversity and promotes inclusion. We recognize that our workforce is stronger when we embrace differences and characteristics that make us unique. We will take affirmative action to ensure that all individuals have equal employment opportunities.

Recruitment and Hiring:

Jubilee Jobs of Lexington will actively recruit and consider qualified candidates from all sources, including but not limited to internal sources, community outreach, referrals, and partnerships with community-based organizations. We will ensure that all job postings and recruitment materials are written in a manner that encourages applications from a diverse pool of candidates.

Jubilee Jobs of Lexington will use objective and job-related criteria when making hiring decisions. We will also train our hiring managers on the importance of diversity and inclusion in the workplace, as well as on unconscious bias.

Promotion and Career Development:

Jubilee Jobs of Lexington will provide equal opportunities for promotion and career development for all employees. We will ensure that all promotion and career development decisions are based on objective and job-related criteria. We will also provide training and development opportunities to all employees to enhance their skills and prepare them for future career opportunities.

Retention:

Jubilee Jobs of Lexington is committed to retaining a diverse workforce. We will provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also provide opportunities for career advancement and professional development to all employees.

Monitoring and Evaluation:

Jubilee Jobs of Lexington will regularly monitor and evaluate our Affirmative Action Plan to ensure that it is achieving its intended goals. We will also conduct periodic reviews of our recruitment, hiring, promotion, and retention practices to identify any areas that require improvement.

Conclusion:

Jubilee Jobs of Lexington is committed to creating a diverse and inclusive workforce. Our Affirmative Action Plan outlines our policies and procedures for achieving this goal. We will actively recruit and consider qualified candidates from all sources, provide equal opportunities for promotion and career development, and provide a supportive and inclusive work environment that values diversity and promotes inclusion. We will also regularly monitor and evaluate our plan to ensure that we are achieving our intended goals.

WORKFORCE ANALYSIS FORM

Name of Organization: JUBILEE JOBS OF LEXINGTON

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	2	1					1									1	1
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical	5		2	2		1										3	2
Skilled Craft																	
Service/Maintena																	
Total:		1	2	2		1	1									4	3

Prepared by: MASON RING, CEO **Date:** 05/29/2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has 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 Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Jubilee Jobs of Lexington

Complete Address: 535 W 2nd St., Ste 205 Lexington 40505
Street City Zip

Contact Name: Mason King Title: CEO

Telephone Number: 859 977 0120 Fax Number: N/A

Email address: MKing@JubileeJobsofLexington.org

Lexington-Fayette Urban County Government
MWDBE 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 MWDBE 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE 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 Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE 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 Procurement 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.

d. 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.

e. 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 Procurement
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 Procurement):

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.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing 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 Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

* No sub-contractors will be utilized for this project. However, Jubilee Jobs is an EEO and is committed to DEI. We serve a statistically significant proportion of minority, historically disadvantaged and vulnerable populations

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 35-2024

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. No Subs				
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.

Jubilee Jobs of Lexington
Company

May 29, 2024
Date

Mason King
Company Representative

CEO
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 35-2024

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.

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. NO SUBS					
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.

JUBILEE JOBS OF LEXINGTON
Company

MASON KING
Company Representative

MAY 29, 2024
Date

CEO
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 35-2024

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
JUBILEE JOBS OF LEXINGTON	MASON KING
Address/Phone/Email 535 W 2ND ST. STE 205, LEX. KY 40508 MKING@JUBILEEJOBSOFLEXINGTON.ORG 859-977-0128	Bid Package / Bid Date MAY 29, 2024 RFP # 35-2024

MWDBE Company Addres	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
NO SUBS								

(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.

JUBILEE JOBS OF LEXINGTON
Company

MASON KING
Company Representative

MAY 29, 2024
Date

CEO
Title

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 / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 35-2024

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
NO SUBS							

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.

JUBILEE JOBS OF LEXINGTON
Company

MASON KING
Company Representative

MAY 29, 2024
Date

CEO
Title

* No sub-contractors will be utilized for this project. However, Jubilee Jobs is an EEO and is committed to DEI. We serve a statistically significant proportion of minority, historically disadvantaged and vulnerable populations

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 35-2024

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 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.

_____ 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 MWBDE 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.

JUBILEE JOBS OF LEXINGTON
Company

MAY 29, 2024
Date

MASON KING
Company Representative

CEO
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Signature

May 29, 2024
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.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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.

00548704

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.
C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.
D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.
E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.
F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Response to RFP #35-2024
Jubilee Jobs

JUBILEE JOBS RESPONSE TO
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
RFP #35-2024

JUBILEE JOBS
OF LEXINGTON

RFP #35-2024 Economic Development Partnership Services

Jubilee Jobs of Lexington
535 W Second St., Ste. 205
Lexington, KY 40508

Grant Proposal for Sections 2.9 & 2.10

RFP #35-2024 Economic Development Partnership Services

Jubilee Jobs of Lexington

Grant Proposal for Sections 2.9 & 2.10

2.9 WORK-Lexington

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a cornerstone in the Central Kentucky community since 2009, focusing on helping disadvantaged individuals secure stable, long-term employment. Our deep engagement with the local community has provided us with a thorough understanding of the economic landscape of Lexington-Fayette County, including the key industries, workforce demographics, and the unique challenges faced by the local population. In 2023 alone, Jubilee Jobs placed over 500 individuals at 184 distinct employers, evidencing our robust engagement of Lexington businesses. Furthermore, our program enjoys great collaboration with nonprofit organizations that help in addressing the co-occurring issues many of our clients face that affect their ability to obtain and maintain dignified employment. Our programs aim to bridge the gap between job seekers and Lexington's industries, addressing barriers such as criminal backgrounds, substance use disorders, and limited education.

WORK-Lexington Program Work Plan

To accomplish the goals outlined in the Request for Proposal (RFP), Jubilee Jobs of Lexington has developed a comprehensive work program for the WORK-Lexington initiative. This program is designed to enhance client participation at the Charles Young Center, Davis Park Workforce Center, and other satellite sites in Fayette County. Our approach focuses on engaging individuals in recovery from substance use disorders and those with criminal backgrounds, leveraging our extensive experience and community connections.

Our Approach:

Jubilee Jobs of Lexington will enhance the WORK-Lexington program by strategically engaging individuals in recovery and those with criminal backgrounds, integrating services with local partners, expanding employer networks, promoting workforce events, and implementing a robust marketing plan to increase client participation and employment outcomes in Fayette County.

Engagement and Recruitment:

To effectively engage our target demographic, we will develop and implement targeted outreach strategies. This includes regular visits to sober living and treatment facilities, where we will provide information sessions about the WORK-Lexington program. Additionally, we will utilize our established connections with the Fayette County Detention Center (FCDC) and regional prisons to reach individuals preparing for reentry into the workforce. By collaborating with these institutions, we can identify potential participants early and integrate them into our program as part of their reentry plan.

Service Integration:

A key component of our method involves close collaboration with the LFUCG Community Reentry Advocate housed at the Davis Park Workforce Center. This partnership ensures that our services are seamlessly integrated, providing a comprehensive support system for

participants. We will coordinate multiple monthly orientations at the Workforce Centers, where WORK-Lexington funded agencies can co-locate to offer a one-stop-shop for those seeking assistance. We will leverage our strong working relationships with dozens of treatment facilities to conduct the program orientations at the WORK-Lexington sites to increase foot traffic and engage with WORK-Lexington funded partners. This collaborative approach not only streamlines service delivery but also increases participant engagement by providing easy access to a range of resources.

Employer Network Expansion:

Building on our existing relationships with 184 distinct Kentucky employers who hired Jubilee Jobs clients in 2023, we will expand our employer network. By fostering deeper connections and engaging new employers, we aim to increase job placement opportunities for our participants. Collaborative efforts with other organizations will amplify our impact, ensuring that more employers are aware of the benefits of hiring through the WORK-Lexington program.

Coordination and On-Site Support:

To assist the Office of the Chief Development Officer, Jubilee Jobs will enhance day-to-day operations at WORK-Lexington offices, facilitating participant engagement, and ensuring smooth collaboration among different service providers. Our staff will be dedicated to enhancing the efficiency and effectiveness of the WORK-Lexington program through intentional coordination and oversight.

Coordination with Grant Partners:

Jubilee Jobs will actively coordinate with funded WORK-Lexington grant partners to provide residents with access to workforce programming across various locations in Lexington-Fayette County. This includes scheduling joint workshops, sharing resources, and co-hosting events that aim to maximize the reach and impact of our collective efforts.

Job Placement Opportunities:

We will work closely with local employers to connect them with WORK-Lexington grant partners, facilitating potential job placements for our participants. Through regular employer engagement activities, such as networking events and job fairs, we will ensure that participants have ample opportunities to secure meaningful employment.

Promotion of Workforce Events:

Jubilee Jobs will collaborate with WORK-Lexington grant partners to promote workforce events related to both training and placement. This includes organizing and publicizing job fairs, training sessions, and other relevant events. By leveraging our extensive community networks and outreach capabilities, we will enhance the visibility and attendance of these events.

Marketing Plan Implementation:

A comprehensive marketing plan will be developed and implemented to promote the WORK-Lexington program and its locations. This plan will include social media campaigns, email newsletters, community bulletin postings, and collaboration with local media outlets to raise awareness and encourage participation. Our goal is to ensure that all Lexington residents are informed about the resources available through the WORK-Lexington program.

Program Goals, Targets, and Success Criteria:

1. Orientation Schedules: Weekly schedules for orientation sessions at WORK-Lexington sites, co-locating multiple agencies to provide a one-stop-shop for participants.
   Target: Conduct no fewer than 3 orientations per month at a WORK-Lexington site.
2. Employer Engagement Reports: Detailed reports tracking interactions with employers, job placements secured, and feedback from both employers and participants.
   Target: Engage and document interactions with no fewer than 2 employers per week and assist 250 clients with securing employment through WORK-Lexington site participation within the first 12 months of the program.
3. Participant Enrollment Data: Records of participant demographics, enrollment numbers, and engagement levels throughout the program.
   Target: Engage 500 participants through WORK-Lexington events over the calendar year, enroll 250 participants in employment programming, and secure 250 job placements through the WORK-Lexington program.
4. Marketing Campaigns: Documentation of marketing efforts, including social media campaigns, email newsletters, and community outreach activities promoting the WORK-Lexington program.
   Target: Implement a marketing campaign that includes no fewer than 3 social media posts per month, a quarterly email newsletter, and monthly community outreach activities to promote the WORK-Lexington program.
5. Annual Reports: Comprehensive annual reports submitted to the Director of Business Engagement, detailing program activities, outcomes, challenges, and recommendations for improvement.
   Target: Submit quarterly progress reports detailing outcomes and activities. Submit a comprehensive annual report detailing grant outcomes and successes.
6. Participant Success Stories: Case studies and testimonials highlighting individual participant achievements and the impact of the WORK-Lexington program on their lives.
   Target: Identify and record no fewer than 4 client success stories for distribution in quarterly newsletters, reporting and social media campaigns.
7. Service Integration Documentation: Records of coordination efforts with the LFUCG Community Reentry Advocate and other partners, including integration processes and service delivery improvements.
   Target: Document and review coordination efforts with the LFUCG Community Reentry Advocate and other partners on a quarterly basis, including detailed records of integration processes and service delivery improvements, with a summary report produced annually.
8. Event Summaries: Summaries of workforce events, such as job fairs and training sessions, including attendance figures, participant feedback, and overall impact assessments.
   Target: Conduct no fewer than 6 workforce events within a 12-month calendar period and provide detailed summaries of each event, including attendance figures, participant feedback, and overall impact assessments.

Non-LFUCG Funding Sources:

To complement the LFUCG funding request, Jubilee Jobs of Lexington will leverage the following private and non-LFUCG sources:

- United Way of the Bluegrass: $15,000

- PNC Foundation: $7,500
- Truist Bank: $3,500

In order to broaden the program, Jubilee Jobs will leverage $26,000 in additional non-LFUCG funding to amplify WORK-Lexington's impact. Thereby employing $101,000 in funding to ensure successful implementation of this initiative. This equates to Jubilee Jobs providing a match of over 25% to expand the impact of this project.

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: $1,000
- Community Development Block Grant: $20,000
- Workforce Development Grant: $50,000

2023:

- BFREE IDs Grant: $500
- Workforce Development Grant: $68,750
- Second Chance Academy Grant: $75,000

2024:

- BFREE IDs Grant: $1,000
- Neighborhood Development Funds: $1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Total Proposed Project Budget for 2.9 & 2.10 - $150,000

Proposed 2.9 WORK-Lexington Budget

Total 2.9 Project Budget Requested: $75,000

Advertising and Promotion - $5,000
Computer and Internet Expenses - $500
Restricted Grant Expenditures-Client Needs - $500
Special Events (Job Fairs, Employer Events, Upskilling, etc.) - $2,500
Insurance Expense - $750
Meals - $500
Move Up Meetings - $750
Office Supplies - $1,000
Payroll Expenses - $50,000
Health Insurance - $5,000
Postage & Delivery - $500
Rent Expense - $5,000
Telephone Expense - $1,500
Travel Expense - $1,500

***Agency budget with proposed project budgets included in Exhibit 1**

History of Organization and Statement of Qualifications

Key Personnel

Natalie Collins, Project Manager

- **Role:** Project Lead for WORK-Lexington
- **Time Commitment:** 75% of weekly work hours will be dedicated to this project.

Mason King, CEO

- **Role:** Oversight and Strategic Direction
- **Time Commitment:** 10% of weekly work hours dedicated to this project.

Individual Information

Natalie Collins

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
- **Job Description:** As Project Manager, Natalie Collins will oversee the implementation and coordination of the WORK-Lexington program. Her responsibilities include managing outreach and engagement efforts, coordinating with partner organizations, facilitating participant orientation sessions, and expanding the employer network.
- **Job Function:** Natalie will ensure the seamless integration of enhanced programming into the current WORK-Lexington framework. She will oversee all aspects of project execution, including participant recruitment, service delivery, and employer engagement.

Mason King

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations.
- **Job Function:** Mason will provide strategic direction and high-level oversight for the WORK-Lexington program, ensuring that the project aligns with Jubilee Jobs' mission and goals and integrating existing and novel programs into WORK-Lexington to enhance program outcomes.

Qualifications of Key Staff

Natalie Collins has been the primary representative for WORK-Lexington at Jubilee Jobs for the past two years. Her familiarity with the program's current design and its benefits and drawbacks positions her well to lead the integration of enhanced programming. As a University of Kentucky alum, she brings a wealth of knowledge in communications and social media engagement, essential for promoting the program effectively. She has managed and created content for all organizational social media accounts, increasing engagement and follower growth. Natalie has designed and produced marketing materials, maintained the organization's website, and spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry. Her

robust network of employers and non-profit organizations in the region will be invaluable in expanding partnerships and securing job placements for participants.

Mason King has been leading Jubilee Jobs of Lexington as the CEO since 2022. Under his leadership, the organization has significantly expanded its reach and impact, serving over 500 clients annually. Mason oversees all programming, financing, human resources, and development operations. In his tenure, the program budget and revenue have tripled, and the number of clients served has doubled. He has launched critical new programs, including the innovative Second Chance Academy, a successful initiative established by the LFUCG Mayor's Office that supports long-term re-entry for inmates from the Fayette County Detention Center (FCDC). Mason holds an MBA from the University of South Carolina, Aiken School of Business, and a Bachelor of Arts in Political Science and Spanish from the University of Kentucky, providing a strong foundation in nonprofit management and community engagement.

Organizational Suitability

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our long-standing commitment to workforce development and our proven track record of success. Since 2009, we have helped thousands of individuals overcome significant barriers to employment and secure stable, long-term jobs. Our comprehensive seven-step program not only focuses on job placement but also on the personal and professional growth of our participants, ensuring they are equipped with the skills and confidence needed to thrive in their careers. Our deep-rooted connections within the community, including relationships with local employers, treatment facilities, and nonprofit partners, enable us to deliver tailored and impactful services.

Success in Similar Programs

Jubilee Jobs has a history of exceeding goals and outcomes for various workforce development initiatives. In our Workforce Development Grant, which included participation in the WORK-Lexington program, we have consistently surpassed grant targets each year. Most recently, our success led to additional mid-year funding to expand our program goals and services. This track record of achievement underscores our capability to manage and enhance the WORK-Lexington program effectively, ensuring positive outcomes for participants and the broader community.

By leveraging the expertise and experience of our dedicated staff, particularly Natalie Collins and Mason King, and building on our history of successful program implementation, Jubilee Jobs of Lexington is confident in our ability to deliver exceptional results for the WORK-Lexington program.

Attached, please see **Exhibits 2.9.1 to 2.9.6** evidencing some of Jubilee Jobs supplementary work products.

2.10 TALENT AND WORKFORCE DEVELOPMENT

Description of Knowledge and Understanding of Lexington-Fayette County

Jubilee Jobs of Lexington has been a leading workforce development nonprofit in Central Kentucky since 2009, with a deep understanding of the Fayette County economy, characterized by its diverse mix of industries such as healthcare, education, manufacturing, and services. Our innovative programs, like "Innovate to Elevate" and "Bright Futures Employment Program," specifically target high school and young-adult job seekers, providing comprehensive job readiness training and immersive career exploration experiences using advanced tools such as virtual reality technology.

These programs bridge the gap between education and employment, ensuring that participants gain practical experience and build professional networks. Our extensive experience and proven success in engaging this demographic uniquely position us to effectively contribute to the Talent and Workforce Development component of LFUCG's economic development strategy, fostering a skilled and resilient workforce to support the region's continued growth and prosperity.

Talent and Workforce Development Work Plan

The Talent and Workforce Development initiative aims to enhance workforce development in Lexington by partnering with local educational institutions and employers to create pathways to employment for high school and college students, focusing particularly on those facing significant barriers to employment. This program will be implemented in four phases, ensuring comprehensive outreach, engagement, program delivery, and evaluation.

Phase 1: Initial Setup

In the initial setup phase, Jubilee Jobs will establish a coordination team led by a specialized Job Counselor focusing solely on clients aged 16-26 years, with strategic oversight from CEO Mason King. We will develop detailed outreach and engagement plans tailored to the unique needs of Fayette County. Our approach will include identifying and initiating partnerships with colleges, universities, high schools, and local employers to form a robust network supporting the program

Phase 2: Outreach and Engagement

During the outreach and engagement phase, Jubilee Jobs will conduct strategic meetings and workshops with college and university, FCPS and other educational and workforce development leadership to align our workforce development strategies with institutional goals. Engagement strategies will be implemented to connect upper-level college students with employment opportunities and internships. Additionally, we will organize career fairs and networking events for high school students, collaborating closely with Fayette County Public Schools and local nonprofit partners. Our efforts will ensure robust participation from educational institutions and local businesses. Deliverables for this phase will include detailed reports on outreach activities and partnership meetings, showcasing our proactive engagement and collaboration efforts.

Phase 3: Program Implementation

In the program implementation phase, Jubilee Jobs will facilitate internships and job placements for college and high school students, focusing on those facing significant barriers to employment. We will provide comprehensive job readiness training, including resume building, interview preparation, and job search strategies, ensuring that participants are well-equipped to succeed in the workforce. Continuous monitoring and support will be offered to participants to ensure successful outcomes. Deliverables for this phase will include quarterly reports on student participation and program outcomes, along with detailed documentation of training sessions and materials used. This phase will leverage our experience from successful programs like "Innovate to Elevate" and "Bright Futures Employment Program."

Phase 4: Evaluation and Reporting

The final phase, evaluation, and reporting, will involve collecting and analyzing data on program impact, including feedback from students and employers. Jubilee Jobs will prepare and submit an annual report detailing program activities, outcomes, and recommendations for improvement to the LFUCG. Deliverables for this phase will include an annual report with a comprehensive program evaluation and presentation materials.

Program Goals, Targets, and Success Criteria:

Launch Family Learning Community Hubs:

- Partner with and assist Fayette County Public Schools in launching Family Learning Community Hubs.
- Develop hubs emphasizing workforce development support for students and their families.
- Integrate workforce development curriculum and career exposure in these hubs.

Target: In partnership with Fayette County Public Schools, successfully integrate Jubilee Jobs workforce curriculum into the FCPS Family Learning Community Hubs, integrating job readiness and career exposure curriculum and comprehensive employment support.

Workforce Readiness Programming:

- Enhance workforce development services and provide materials, curriculum, experiential learning, or training participants aged 16-26.
- Conduct job workshops covering interview preparation and conflict resolution, and integration of Jubilee Jobs seven-step jobs program.

Target: Enroll 125 participants in the program and distribute educational resources to an additional 300 students. Achieve a 70% completion rate of the seven-step jobs program among enrolled participants.

Individual Assistance:

- Provide one-on-one job counseling, including resume building, job application assistance, mock interviews, and cover letter development.

Target: Ensure 70% of participants complete these individual assistance components.

Increase Participation in Experiential Learning:

- Provide internships, apprenticeships, career simulations, employment or shadowing opportunities to participants.
- Programming and experiential learning will be informed by both leading experts in Central Kentucky's educational sector and business world, while ensuring that student feedback keeps the programs student centric but industry informed.

Target: Enroll at least 60% of participants in experiential learning opportunities or employment.

Financial Literacy and Job Preparation in Financial Sector:

- Integrate financial literacy education in partnership with Leadership Lexington's "LitLex" initiative.
- Organize and conduct a financial literacy seminar with Dunbar Junior and Seniors to educate the students on fundamentals of financial literacy.
- Equip participants with financial knowledge to empower informed decision-making and long-term economic stability.
- Prepare students for jobs in the financial sector.

Target: In collaboration with Junior Achievement and LitLex, organize and conduct a financial literacy seminar for the junior and senior class of Dunbar High School.

Expand Technology Exposure and Integration:

- Utilize virtual reality technology and other modern tools to provide career exploration experiences, aiming for a 5% increase in student comfort with technology.
- Embracing the digital age, we will incorporate state-of-the-art virtual reality technology, leveraging Transfr's innovative software, to offer participants virtual exposure to over 35 distinct careers. This integration aims to provide a unique, immersive perspective on potential professions, ensuring students remain at the forefront of technological advancements in job preparedness.
- To measure outcomes on technology exposure and integration, Jubilee Jobs will utilize the exceptional data gathering and analytics tools available via Transfr's platform. Transfr has a proven track record of positive outcomes with students that utilize its career exploration simulations. For example, in 2021, West Alabama Works (WAW) exposed over 1,100 students to Transfr's career exploration simulations during a four-week program, which resulted in an 18% increase in CTE enrollment using only 10 Transfr VR headsets. In another study at Coastal Bend College in Texas, 83% of students chose a career path, and 39% felt more comfortable with their career pathway choices.

Target: Achieve a 5% increase in student comfort with technology through pre- and post-assessments.

Community Engagement:

- Engage families, educators, and local leaders to create a supportive environment for students.
- Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Target: Develop and implement a Community Youth Workforce Conference to extend reach and promote educational advancements.

Resource Connection Website Launch:

- Goal: Develop and launch a comprehensive online platform integrated into the Jubilee Jobs website to provide critical life skills and supportive service connection to promote academic and professional enrichment and employment attainment and upward mobility.

Target: Create a fully functioning website during the grant period that serves as a resourcing hub for young people aged 16-26, providing life skills education and critical wraparound resources for job attainment and retention. The website will offer guidance on topics surround life and soft skills, while also connecting users to job readiness training and employment resources.

This structured approach will ensure that Jubilee Jobs can effectively implement the Talent and Workforce Development initiative, fostering a skilled and resilient workforce that supports the continued growth and prosperity of Fayette County.

Sources of Non-LFUCG Funding:

To ensure resounding success for this Talent and Workforce Development initiative, Jubilee Jobs will deploy $250,000 in earmarked funding. To complement the requested $75,000 of LFUCG funding for

the Talent and Workforce Development project, Jubilee Jobs of Lexington has secured additional funding from private sources to support the initiative:

- Walton Foundation: $125,000 for high school workforce programming.
- Taco Bell Foundation: $50,000 for workforce programming for individuals aged 16-26.

Funding & Percentage Breakdown:

- Non-LFUCG Funding: ($175,000 / $250,000) *100 = **70% program non-LFUCG Funded**
- LFUCG Funding: ($75,000 / $250,000) *100 = **30% program LFUCG Funded**

LFUCG-Funding 2022-2024:

2022:

- Neighborhood Development Funds: $1,000
- Community Development Block Grant: $20,000
- Workforce Development Grant: $50,000

2023:

- BFREE IDs Grant: $500
- Workforce Development Grant: $68,750
- Second Chance Academy Grant: $75,000

2024:

- BFREE IDs Grant: $1,000
- Neighborhood Development Funds: $1,300

All goals for LFUCG-funded programs were accomplished or exceeded, demonstrating Jubilee Jobs of Lexington's commitment to effective service delivery and positive outcomes for the community. This includes meeting or surpassing targets for participant engagement, job placements, employer partnerships, and program impact assessments, ensuring robust and impactful contributions to Fayette County's economic development.

Proposed 2.10 Talent & Workforce Development Project Budget

Total 2.10 Project Budget Requested: $75,000

Advertising and Promotion - $2,500
Computer and Internet Expenses - $1,500
Continuing Education - $1,000
Restricted Grant Expenditures-Client Needs - $1,000
Simulations and Field Trips - $1,500
Insurance Expense - $1,500
Meals - $500
Office Supplies - $1,500
Payroll Expenses - $50,000
Health Insurance - $6,000
Rent Expense - $5,000
Telephone Expense - $1,500
Travel Expense - $1,500

***Agency budget with proposed project budgets included in Exhibit 1**

History of Organization and Statement of Qualifications

Key Personnel

- **Ronald Delgado, Specialized Job Counselor**
  - **Role:** Program Lead for Talent and Workforce Development
  - **Time Commitment:** 95% of weekly work hours are dedicated to this project.
- **Natalie Collins, Project Manager**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 10% of weekly work hours dedicated to this project.
- **Mason King, CEO**
  - **Role:** Oversight and Strategic Direction
  - **Time Commitment:** 5% of weekly work hours are dedicated to this project.

Individual Information

- **Ronald Delgado**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.3*
  - **Job Description:** As the Specialized Job Counselor, Ronald Delgado will lead the Talent and Workforce Development initiative, focusing on providing direct services to clients aged 16-26. His responsibilities include developing and delivering workforce development curriculum, facilitating career exposure activities, and providing one-on-one job counseling.
  - **Job Function:** Ronald will oversee the implementation of job readiness training, internship and job placement facilitation, and financial literacy education. He will coordinate with educational institutions and local employers to ensure the successful integration of the program components.
- **Natalie Collins**
  - **Resume:** Resume Attached at end of proposal. *Exhibit 1.1*
  - **Job Description:** As Project Manager, Natalie Collins will provide strategic oversight and support for the Talent and Workforce Development program. Her responsibilities include overseeing outreach and engagement efforts, in collaboration with WORK-Lexington initiatives, coordinating with partner organizations, and ensuring the overall effectiveness of the program.
  - **Job Function:** Natalie will support Ronald in developing and delivering program components, tracking progress, and reporting outcomes.
- **Mason King**

- **Resume:** Resume Attached at end of proposal. *Exhibit 1.2*
- **Job Description:** As CEO, Mason King provides strategic leadership and oversight for all Jubilee Jobs programs. His responsibilities include overall program management, financial oversight, human resources, and development operations and cross-programmatic integration.
- **Job Function:** Mason will provide high-level strategic direction and support to ensure the program aligns with Jubilee Jobs' mission and goals and are integrated with complementary programming.

Qualifications of Key Staff

Ronald Delgado brings a wealth of experience and a diverse skill set to the Talent and Workforce Development program. He is bilingual with native fluency in Spanish, which will be invaluable in reaching and assisting a broader demographic. Ronald has extensive experience working with students, having served in roles such as a volunteer tutor at the Carnegie Center for Literacy and Learning, where he developed tutoring plans and provided counseling to students. His leadership roles at Northern Kentucky University, including Interim President of the Inter-Fraternity Council and Vice-President of Finance for Sigma Phi Epsilon Fraternity, demonstrate his strong organizational and communication skills. Ronald's ability to manage large-scale projects and his background in political science, business administration, and communications make him exceptionally qualified to lead this initiative.

Natalie Collins & Mason King's competencies are referenced in Section 2.9

Organizational Suitability and Past Programmatic Success

Jubilee Jobs of Lexington is uniquely positioned to execute this project on behalf of LFUCG due to our successful implementation of innovative workforce development programs and our proven track record of impactful community engagement. One of our standout initiatives is the "Innovate to Elevate" program, a collaborative effort between Commerce Lexington, Black Male Working Academy, and Transfr. This program garnered a $500,000 investment from the Walton Foundation, significantly enhancing workforce programming in Fayette County. The program already boasts a first-in-the-nation youth Chamber of Commerce Trip, virtual reality career exploration, and workforce development initiatives for Fayette County students. Additionally, our "Broadened Horizons" program, funded by the Taco Bell Foundation, targets individuals aged 16-26. The success of this program in 2023 led to an increase in funding from $25,000 to $50,000 for 2024, underscoring our capability to deliver effective and scalable workforce development solutions, and garner expanded sustainable funding. These accomplishments demonstrate our ability to manage and enhance workforce initiatives, ensuring positive outcomes for participants and contributing to the economic growth of Fayette County.

Supplemental Exhibits

Exhibit 1.0

LFUCG Economic Development Partnership Services - Grant Budget

Revenue	2024 Agency Budget	2024 2.9 WORK-LEXINGTON PROJECT BUDGET	2024 2.10 TALENT AND WORKFORCE DEVELOPMENT PROJECT BUDGET
42000 · Employee Retention Credit	2,552.00		
43000 · Contributions			
43000.2 · Fundraiser - 2024 NCF Credit Card Gifts	8,500.00		
43000.3 · Fundraiser - Sponsors			
43000.4 · Fundraiser - Event	190,000.00		
43000 · Contributions - Other	35,000.00		
	236,052.00		
44000 · Interest Income	23,500.00		
45000.1 Grants restricted**	362,531.00	75,000.00	75,000.00
	-		
45000 · Grants - other			
	386,031.00		
Total Revenue	622,083.00	75,000.00	75,000.00
Cost of Goods Sold			
50500 Contracted Services	-		
Gross Revenue	622,083.00		150,000.00
Expense			
60000 · Advertising and Promotion	16,000.00	5,000.00	2,500.00
60400 · Bank Service Charges	100.00		
61000 · Business Licenses and Permits	50.00		
61300 · Donations (BGCF Goodgiving Challenge 2024)	500.00		
61700 · Computer and Internet Expenses	16,000.00	500.00	1,500.00
61800 · Office Refit (Covered by Insurance)	-		
62000 · Continuing Education	3,000.00		1,000.00
62500 · Dues and Subscriptions	5,000.00		
Total 60000-62500	40,650.00	5,500.00	5,000.00
62700.1 · Restricted Grant Expenditures-Client Needs	13,000.00	500.00	1,000.00
62800 · Client Transportation Assist. (Restricted)	6,000.00		
Total 62700.1 - 62800	19,000.00	500.00	1,000.00
63000.1 · Special Events	5,000.00	2,500.00	
63000.2 · Simulations and Field Trips	3,500.00		1,500.00
63000 · Fundraiser - Celebration	40,000.00		
Total 63000	48,500.00	2,500.00	1,500.00
63300 · Insurance Expense			
63310 · General Liability Insurance	1,800.00	250.00	500.00
63350 · Professional Liability	1,000.00	250.00	500.00
63360 · Worker's Compensation	600.00	250.00	500.00
63300 · Insurance Expense - Other	250.00		
	3,650.00	750.00	1,500.00
63500 · Legal	-		
64300 · Meals	1,500.00	500.00	500.00
64400 · Board Meetings	2,000.00		
64500 · Move Up Meetings	1,600.00	750.00	-
64900 · Office Supplies	4,500.00	1,000.00	1,500.00
66000 · Payroll Expenses	378,468.00	50,000.00	50,000.00
66100 · Health Insurance	51,732.00	5,000.00	6,000.00
66150 · Employer HSA/IRA Contribution	5,500.00		
	-		
66500 · Postage and Delivery	600.00	500.00	-
66700 · Professional Fees	4,000.00		
66900 · Longevity Recognition Program	2,500.00		
67100 · Rent Expense	30,990.00	5,000.00	5,000.00
67200 · Repairs and Maintenance	-		
68100 · Telephone Expense (Cell Phone)	4,100.00	1,500.00	1,500.00
68400 · Travel Expense (Mileage)	11,000.00	1,500.00	1,500.00
68700 · Flowers and Gifts	4,000.00		
69000 · Taxes	-	-	
Total =63500-69000	$ 502,490.00	$ 65,750.00	$ 66,000.00
Total Expense	$ 614,290.00	$ 75,000.00	$ 75,000.00
End of year reserve	$ 7,793.00		

EXHIBIT 1.1

NC / NATALIE COLLINS

E: nataliecollins3600@gmail.com | (859) 559-8251 | **A:** Lexington, KY 40515

WORK HISTORY

Jubilee Jobs Of Lexington - *Project Manager*
Lexington, KY
07/2022 - Current

- Managed and created content for all organizational social media accounts, increasing engagement and follower growth across platforms.
- Designed and produced marketing materials, including brochures, flyers, and promotional products, to effectively communicate the organization's mission and programs.
- Maintained and updated the organization's website, ensuring content was current, relevant, and user-friendly.
- Provided one-on-one job counseling to clients, offering guidance on resume building, interview preparation, and job search strategies.
- Spearheaded the "Innovate to Elevate" program, aimed at preparing high school students in Fayette County for workforce entry.

Baptist Health Medical Group - *Patient Access Coordinator*
Lexington, KY
10/2019 - 06/2021

- Assisted patients in finding new primary care providers, facilitating smooth transitions and continuity of care.
- Coordinated and managed patient referrals to specialists and other healthcare providers, ensuring timely and accurate follow-up.
- Processed medication refill requests, collaborating with healthcare providers to ensure timely patient access to necessary medications.
- Accurately inputted and maintained patient demographic information in EPIC, the electronic health record (EHR) system, ensuring data integrity and confidentiality.
- Efficiently scheduled patient appointments, ensuring optimal use of available resources and reducing wait times for patients.

Sun Tan City - *Lead Key Holder*
Lexington, KY
07/2016 - 11/2018

- Assisted with inventory control, including ordering, receiving, and organizing products to maintain optimal stock levels and reduce shrinkage.

EDUCATION

University of Kentucky
05/2019

Bachelor of Public Health

- Dean's List Fall 2015 - Spring 2019
- Cumulative GPA of 3.9
- Elected to the Operations Committee for Kappa Alpha Theta in 2018

Lexington Christian Academy
Lexington, KY
05/2015

High School Diploma

- Member of National Honor Society, Beta Club, and Mu Alpha Theta
- Recipient of the English 12, Chemistry, Pre-Calculus, Calculus, Photography, and Microbiology Awards

VOLUNTEER EXPERIENCE

Colombia Mission Team Coordinator (July 2019 & June 2024)

- Coordinated community response to individual financial or material needs.
- Carried much needed food and personal supplies to impoverished communities in Cali, Colombia.

PepperPointe Management Marketing Intern (August 2017)

- Performed market analysis and researched latest trends.
- Took detailed notes of progress, processes and industry details to better understand marketing and company protocols.
- Generated reports detailing campaign performance, customer engagement and trends.

- Managed staff schedules to ensure adequate coverage during all shifts, optimizing productivity and maintaining a high level of customer service.
- Performed daily cleaning tasks and monthly deep cleans to maintain a pristine and inviting environment for customers.
- Consistently met or exceeded sales goals through effective customer service, product knowledge, and sales strategies.
- Trained new hires on company policies, procedures, and sales techniques, ensuring they were well-prepared to meet performance standards.

ADDITIONAL INFORMATION

Sode-Zo Center & CRAVE Recovery Intern (July 2021 - Present)

- Promoted family stabilization through direct service.
- Promoted persons in recovery pursuit of higher education.
- Helped resource recovery community with adult learning, economic stability, and social services.
- Conducted community outreach and service to multiple non-profit organizations (i.e., Revive Life House & Refuge for Women) within the community.

Lexington Humane Society Volunteer (September 2015 - August 2016)

- Kept cages, kennels, play yards and grooming areas neat and clean.
- Supported animal wellbeing by caring for both physical and mental health needs through strategies such as regular exercise.
- Cared for animals by feeding and bathing, taking dogs for walks, cleaning litter boxes and supervising playtime.

University of Kentucky Chandler Hospital Volunteer (May 2014 - July 2014)

- Organized and compiled electronic data management.
- Facilitated consumer relations.

SKILLS

Project Planning & Management

Verbal & Written Communication

Stakeholder Engagement

Problem Solving & Decision Making

Client Rapport

Attention to Detail

Creativity & Innovation

Team Collaboration

Exhibit 1.2

112 Cherrybark Drive
Lexington, KY 40503
859.361.6616
masontking@gmail.com

MASON T. KING, MBA

HONORS AND RECOGNITION

TODD L. DAUGHTERY AWARD FOR OUTSTANDING & UNIQUE CONTRIBUTIONS TO THE POLITICAL SCIENCES

Winner of the Daughtery Award for the University of Kentucky, Department of Political Science

FINALIST FOR THE VANDEBOSCH OUTSTANDING SENIOR IN POLITICAL SCIENCE AWARD

Selected as a finalist for the Outstanding Senior in Political Science Award at the University of Kentucky

DEPARTMENTAL HONORS, POLITICAL SCIENCE AND SPANISH

Graduated with departmental honors in both Political Science and Spanish at the University of Kentucky

M. EARL JOHNSON AWARD WINNER

Winner of the Bethel School of Ministry M. Earl Johnson Award for excellence and outstanding character

PUBLISHED POET

Creative Communication Contest: Poetry Selected for Publication

AP SCHOLAR WITH HONORS

Granted to students who received an average score of at least a 3.25 on all AP Exams taken

PHI SIGMA THETA NATIONAL HONOR SOCIETY

Distinguished member of the University of Kentucky chapter of Phi Sigma Theta Honor Society

EXPERIENCE

CHIEF EXECUTIVE OFFICER, JUBILEE JOBS OF LEXINGTON

April 2022 - Present

Chief Executive Officer for Jubilee Jobs. Oversees all programming, financing, human resourcing and development operations. Program services over 500 clients annually providing training, job placement and retention support to disadvantaged job seekers. Program budget and revenue has tripled in first two years, and number of clients served has increased doubled. Launched critical new programs such as the innovative Second Chance Academy, a successful LFUCG Mayor's Office initiative promoting long-term re-entry for FCDC inmates.

BENEFITS PARALEGAL & VOLUNTEER COORDINATOR, LEGAL AID OF THE BLUEGRASS

August 2014- April 2022

Bi-lingual benefits specialist and director of volunteer program, responsible for 35 counties throughout Kentucky. Coordinator of the over 100 statewide volunteers. Responsible for training, program compliance and recruitment of professional and lay volunteers. Advises clients on Medicare, Medicaid, KCHIP, and employer/retiree insurance. Frequent work with local, state and federal agencies regarding benefits issues and payment for medical services. Expert in health policy, Medicare, the Affordable Care Act, Expanded Medicaid, Medicaid Waivers, pandemic-related-benefits, etc. Successfully brokered a partnership between CHI Saint Joseph Hospital and Legal Aid which maximized outreach efforts, and furthered agency objectives. Produced materials that were celebrated at the National Council on Aging. Regularly conducts training and presents at inter-agency meetings. Charged with policy, rule and regulation interpretation for direct client advocacy.

OWNER AND OPERATOR, THE WILLOW HOUSE

August 2019- May 2021

Owner and operator of the Willow House, a thriving Airbnb in Redding, CA. Implemented business strategy and creativity to create a bed and breakfast that welcomed hundreds of guests in its first year of operation. Ranked as a

"Super Host" on the Airbnb platform and a regularly featured and celebrated hosting venue in Northern California. Invited as a panelist on an Airbnb focus group to address future company strategy and customer relations.

LAW CLERK, LEGAL AID OF THE BLUEGRASS

December 2012- August 2014

Assisted attorneys with regular Spanish interpretation to Legal Aid clients, expungement clinics, work with health and government benefits law, specialized work in the prevention of illegal evictions, assistance on immigration cases, work in elder-law, aid in wills clinics, and extensive work with the Fayette County Pro Bono program.

INTERN, UNITED STATES DEPARTMENT OF STATE

August 2015 – October 2015

Intern for the Office of Public Diplomacy in the United States Embassy located in Asuncion, Paraguay. Tasked with advancing American foreign policy through representing the United States at events across the Republic of Paraguay. Utilized to: draft speeches on behalf of the Ambassador, plan events for the Ambassador's schedule, write cables to Washington D.C., informing the Department of State on politically significant events, teach classes to local university students, and much more.

EDUCATION ABROAD PEER AMBASSADOR

January 2014 – May 2014

Ambassador for the International Center and Education Abroad office at the University of Kentucky. Responsible for advising students, educational marketing ventures, and preparing public presentations about topics such as: studying abroad, curriculum integration, marketing strategies, and multiculturalism.

MUTUAL CLERK, KEENELAND

January 2012 – November 2016

Responsible for selling and cashing wager tickets for Keeneland's live horse racing meets.

EDUCATION

UNIVERSITY OF SOUTH CAROLINA, AIKEN – MASTER OF BUSINESS ADMINISTRATION

Cumulative GPA: 4.0; AACSB Accredited

UNIVERSITY OF KENTUCKY – BACHELOR OF ARTS, SPANISH AND POLITICAL SCIENCE

Cumulative GPA: 3.778 ; Political Science Major GPA: 4.0; Spanish Major GPA: 4.0

UNIVERSITY OF KENTUCKY – UNDERGRADUATE CERTIFICATE IN GLOBAL STUDIES

Successful completion of the University of Kentucky Global Studies Certificate Program.

BETHEL SCHOOL OF MINISTRY – CERTIFICATE OF COMPLETION

Successful completion of three years of academic, faith-based studies at the Bethel School of Ministry. Completed a third-year mentorship under Hayley Braun, Associate Overseer of the Second Year Program.

UNIVERSITY OF SALAMANCA – EDUCATION ABROAD, CUSCO, PERÚ

Language intensive semester abroad in Cusco, Perú. Completed the educational program with high honors.

INDEPENDENT RESEARCH IN THE HUMAN HEALTH SCIENCES

Completed independent research for the University of Kentucky College of Health Sciences under Dr. Geza Bruckner. Conducted a semester-long investigative study on healthcare disparity with regards to economic status and income level along with encouraged actions to help eliminate the said disparities.

LEXINGTON CHRISTIAN ACADEMY – HIGH SCHOOL DIPLOMA

Graduated with High Honors from Lexington Christian Academy in Lexington, Kentucky.

COMMUNITY SERVICE

SEARCH.LOVE.RESCUE.

August 2012 - Present

Secretary and Director of Interns, Board of Directors. Leader of Search.Love.Rescue. Colombia missions trips. Director of fundraising efforts.

BETHEL SHORT TERM MISSIONS TRIP LEADER

August 2018 - May 2019

Missions trip leader for the BSTM Cali, Colombia trip 2019

HAITI OUTREACH MISSION TRIP

May 2010 – July 2011

Member of the 2010 and 2011 outreach team to St. Louis-du-Nord, Haiti

VOLUNTEER WORK AT SAINT JOSEPH HOSPITAL

September 2012 – December 2015

Volunteer in the Emergency Department at Saint Joseph Hospital in Lexington, Kentucky.

LEADERSHIP

BOARD MEMBER – SECRETARY – SEARCH.LOVE.RESCUE. NON-PROFIT

Elected Secretary on the Board of Directors for Search.Love.Rescue. Appointed Director of Interns.

HOMEGROUP LEADER – BETHEL SCHOOL OF MINISTRY

Voted to be small group leader in BSSM1 and Homegroup leader in BSSM2.

MISSIONS TRIP LEADER – BETHEL SHORT TERM MISSIONS TRIP

Chosen as a BSTM Trip Leader to Cali, Colombia, 2019.

PRESIDENT – NATIONAL HONOR SOCIETY

Elected President of the Lexington Christian Academy chapter of the National Honor Society

PRESIDENT – LEXINGTON CHRISTIAN ACADEMY CHORAL PROGRAM

Elected President of the LCA Choral Program in Lexington, Kentucky

Exhibit 1.3

Ronald Delgado

(859) 492-4500 |delgador5@nku.edu| 3710 Laredo Drive, Lexington, KY 40517

Skills

Bilingual native fluency in Spanish
Experience working with students
Proficiency in QuickBooks, Practice CS; CCH Axcess, Canva, and the Microsoft Suite
Fundraising experience
Research experience
Event planning, organizational, and interpersonal communication

Education

Northern Kentucky University, Highland Heights, KY
Major in Political Science/Business Administration/Communications Interdisciplinary Studies — May 2024

Work Experience

Frost Brown Todd, Lexington KY — September 2023 – Current
Office Assistant

- Reconciles vendor accounts and monitors expenditures made to the Kentucky Secretary of State.
- Records all parking validations distributed to clients and visitors, including monthly reconciliation of charges.
- Engages in document governance by checking in, checking out, and containerizing documents for off-site placement.
- Coordinates office maintenance requests and serves as the key point of contact for building administration and maintenance teams.
- Plans office social events including coordinating the event space, making, and sending calendar invitations, and making graphics using Canva.
- Serves as the initial point of contact for clients, visiting attorneys and business professionals, and potential new clients.

Blue&Company, Lexington KY — January – June 2023
Seasonal Tax Administrative Intern

- Assembled tax returns and financial statements for over 1,600 clients.
- Monitored and updated postage charges and reported to the corporate office for billing.
- Maintained office inventory, reconciled monthly credit card statements, and planned weekly office luncheons.
- Released weekly email communications with office staff to inform them of events and luncheons occurring during the succeeding week.
- Leveraged *CCH Axcess* to monitor and update projects and manage client information.
- Developed rapport with varied office staff and assisted in various special projects at the discretion of 5 Directors and the Office Manager.
-

Leadership and Volunteer Experience

Carnegie Center for Literacy and Learning — May 2023-Current
Volunteer Tutor

- Mentor a middle school student throughout the year.
- Develop a semester-long tutoring plan to track student's progress throughout the semester.
- Communicate with the student's parent to ensure homework and tutoring work is completed on a week-to-week basis.
- Provide counseling when needed to students.

Northern Kentucky University Inter-Fraternity Council — October 2021 – January 2022
Interim President

- Chaired the Council of Fraternity Presidents and the Inter-fraternity Council Executive Board, overseeing over 200 fraternity men.
- Led fundraising initiatives out of the Office of Greek Life.
- Established working relationships with university administrators and served as the spokesperson for the advancement of the fraternity community at NKU.
- Served as a liaison between the IFC community, Norse Violence Prevention Center, and the Office of Title IX to advocate for greater diversity, equity, inclusion, and power-based violence prevention.

- Presented and passed bylaw amendments to make the Vice-President of Diversity, Equity, and Inclusion a permanent executive board position.

Northern Kentucky University Sigma Phi Epsilon Fraternity — November 2020 – November 2021
Vice-President of Finance

- Managed the collection and management of approximately $30,000 annually in membership dues.
- Led all fundraising initiatives for the chapter including events with local businesses, auctions, alumni outreach, and *Dine to Donate* partnerships with chain restaurants.
- Utilized QuickBooks to monitor cash flow, distribute invoices, dispense funds, and maintain collection records.
- Achieved a collection rate of 95% of membership dues – the highest in chapter history.
- Developed an emergency COVID-19 budget that decreased membership dues by 35%, while increasing chapter savings by 10%.

Northern Kentucky University Student Government Association — May 2020 – March 2021
Chairman of Student Advocacy

- Sponsored two resolutions that were unanimously passed by the Student Senate.
- Conducted extensive review of university policies that affected student rights and provided feedback to the Office of Student Conduct, Rights, and Advocacy and the Dean of Students.
- Researched resolution proposals via quantitative research and inter-university outreach.
- Reviewed the by-laws and constitution of the SGA and proposed amendments concerning student rights.
- Presented research to the Board of Regents that preserved many mental health initiatives launched during the COVID-19 pandemic.

Kentucky Governor's School for Entrepreneurs — June 2017
Demo Day, 1st Place

- Selected to be one of only a handful of students to be selected to attend Kentucky's Governor's School for Entrepreneurs.
- Developed a deep understanding of the business model canvas, design thinking, and *lean startup* strategy.
- Competed at the school's culminating event, *Demo Day,* a sales-pitch competition, and finished 1st overall.
- Received a full-tuition scholarship to Northern Kentucky University after the program, totaling $30,000 in value.

Exhibit 2.9.1

- Jubilee Jobs' curated Instagram account serves as a vital communication channel to engage with our community and stakeholders.
- We regularly post updates, success stories, event announcements, and program highlights to keep our audience informed and involved.



Exhibit 2.9.2

- Over 20 partner organizations actively participated in our Back to Work BBQ, demonstrating collaborative engagement and support for Jubilee Jobs' mission.
- A remarkable turnout of over 500 clients indicates strong community interest and participation, reflecting the event's success in engaging and serving our target audience.

- By showcasing the success of our "Back to Work BBQ" event through this flyer, we aimed to illustrate our ability to effectively engage partners and the community, thereby enhancing program participation and fostering a sense of belonging among our stakeholders.

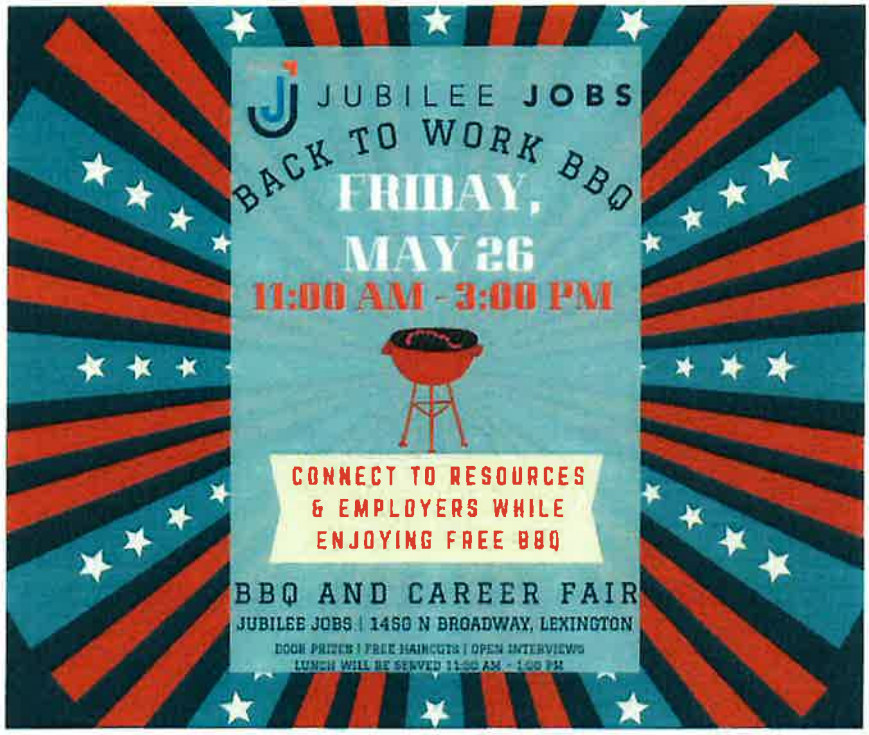


Exhibit 9.2.3

- Increased views, likes, shares, and comments reflect heightened awareness and interest in Jubilee Jobs' mission and activities.
- The "About Us" video (https://jubileejobsoflexington.org/about-us/) has facilitated meaningful connections with potential donors, volunteers, and partners, thereby contributing to our organizational growth and sustainability.
- This video evidences our ability to share compelling, concise stories that communicate missional objectives. This is a critical aspect of effective administration of the WORK-Lexington program.



About Us



Exhibit 9.2.4

- The flyer is distributed through various channels, including community centers, local businesses, partner organizations, and digital platforms.
- Strategic dissemination tactics, such as targeted outreach campaigns and partnerships with key stakeholders, ensure broad accessibility and reach among our target demographic.



Exhibit 9.2.5

- This graphic serves as a dynamic and visually engaging tool to attract participants and drive attendance.
- By showcasing our social media program orientations graphic advertisement, we aim to demonstrate our innovative approach to digital outreach and recruitment, leveraging the power of social media to connect with and empower individuals seeking employment and career development opportunities.

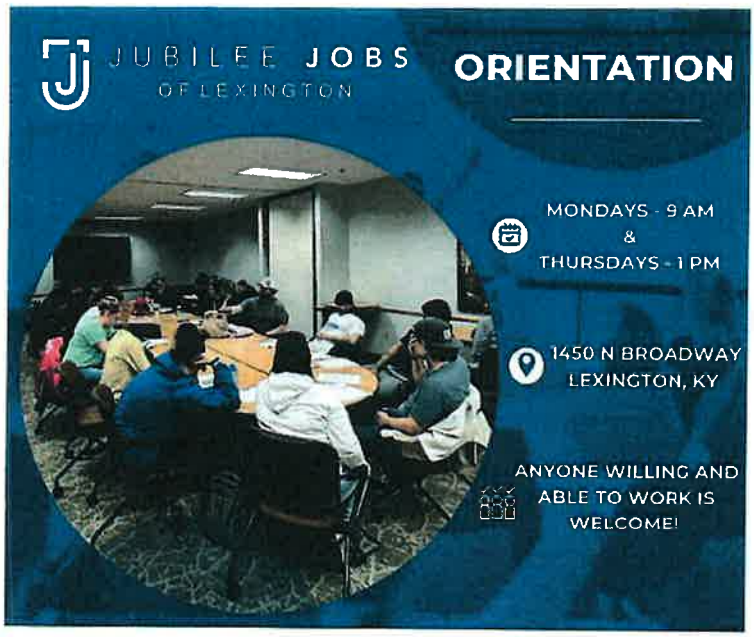


Exhibit 9.2.6

- Our client testimonial series, including the most recent video of Angela – a Second Chance Academy graduate – evidences our ability to tell engaging stories. These vignettes not only serve as powerful reports for funders, but excellent recruitment tools for employer and nonprofit partners. (https://jubileejobsoflexington.org/testimonials/)

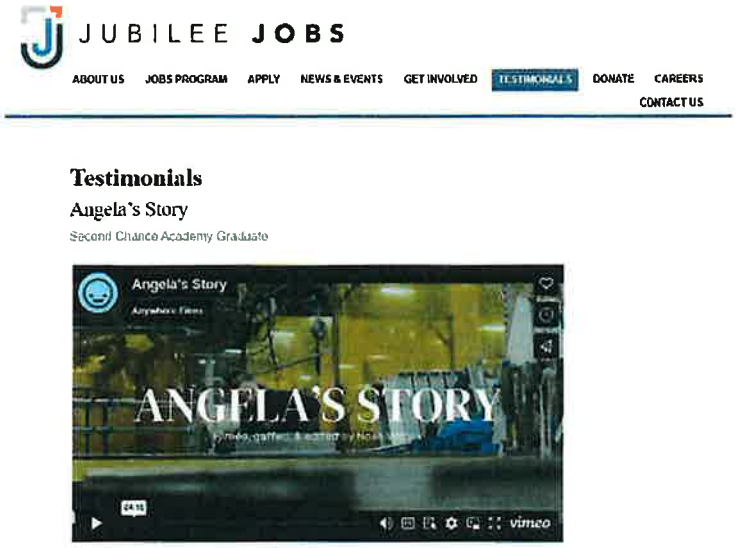


Exhibit 2.10.1

- Below are engaging materials for the "Innovate to Elevate" program, featuring comprehensive program information on the front and interview tips on the back.
- The inclusion of a QR code on our program flyer is just one example of how we harness technology to support our workforce development initiatives. Beyond printed materials, we incorporate QR codes into various digital platforms and communication channels to facilitate easy access to program resources and updates for our target audience.





Exhibit 2.10.2

- Jubilee Jobs' leadership has consistently delivered impactful projects, such as the "Bright Futures Employment Program." Notably, Taco Bell Foundation's decision to double its funding this year for the program serves as a compelling testament to the program's efficacy.
- Jubilee Jobs of Lexington has a strong track record of performing tasks with excellence, as evidenced by past successes and tangible outcomes achieved, which resulted in Taco Bell Foundation awarding $50,000 in 2024 for the "Bright Futures Employment Program", compared to the $25,000 awarded in 2023.

TACO BELL FOUNDATION

Exhibit 2.10.3

- Jubilee Jobs' commitment to innovation is evident in the successful deployment of virtual reality (VR) headsets for career exploration within its programs, particularly within the high schools of Fayette County. By harnessing cutting-edge technology, the organization has revolutionized the way students engage with career pathways.
- Through immersive VR experiences, students are transported into realistic work environments, allowing for hands-on exploration of various professions directly within their school settings.

Transfr Trainee Experience



Exhibit 2.10.4

- By strategically increasing our presence at key local events, we aim to raise awareness about our program and the various employment pathways available to high school and college students, especially those facing significant barriers to employment.
- Our active participation in community events such as the Lafayette Civic Expo and the LIFT Conference for young adults is a evidence of our recent outreach and engagement efforts.



Exhibit 2.10.5

- Jubilee Jobs recognizes the importance of holistic support in empowering individuals to achieve sustainable employment and personal growth. In alignment with our commitment to comprehensive workforce development, we have established a strategic partnership with the Black Male Working Academy (BMWA) to provide wrap-around services for young men in their program.

- Beyond traditional workforce development initiatives, Jubilee Jobs and BMWA are committed to offering wrap-around services that address the multifaceted needs of program participants.



450 Park Place
Lexington, KY 40511
Phone: (859) 381-4100
FCPS.net

Board of Education:
Tyler Murphy, Chair
Amy Green, Vice Chair
Amanda Ferguson
Marilyn Clark
Jason Moore

Superintendent:
Demetrus Liggins, PhD

An Equal Opportunity
School District

May 21, 2024

Re: Jubilee Jobs Letter of Support - Economic Development Partnership Services Proposal

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the Talent and Workforce Development and WORK-Lexington initiatives. As the Director of Family and Community Engagement (FACE) for Fayette County Public Schools, I have witnessed firsthand the critical need for comprehensive workforce development support for our students and their families. Jubilee Jobs has been a steadfast partner in addressing these needs, and their proposed initiatives align perfectly with our goals for the Family Learning Community Hubs.

Fayette County Public Schools is excited to collaborate with Jubilee Jobs in launching the Family Learning Community Hubs across Fayette County. These hubs will serve as vital resources for our students and their families, offering a holistic approach to education and workforce development. Jubilee Jobs' expertise in job readiness training, career exploration, and life skills education will be instrumental in ensuring the success of these hubs.

Jubilee Jobs' track record of successful program implementation, including the "Innovate to Elevate" initiative and the "Broadened Horizons" program, demonstrates their capability to deliver impactful workforce development services. Their collaborative approach and deep connections within the community make them an ideal partner for this initiative.

I am confident that Jubilee Jobs' participation in the Family Learning Community Hubs will significantly benefit Fayette County Public Schools' students and their families. Their commitment to providing quality workforce development support aligns with our mission to create equitable educational opportunities and foster lifelong success for all students.

Thank you for considering Jubilee Jobs' proposal. I wholeheartedly support their efforts and look forward to the positive impact this collaboration will have on our community.

Sincerely,

Miranda Scully
Director of Family and Community Engagement (FACE)
Fayette County Public Schools

Lexington
RESCUE MISSION
"Reaching Hearts...Changing Lives"

444 Glen Arvin Ave. • P.O. Box 1050 • Lexington, KY 40588
Phone: (859) 381-9600 • Fax: (859) 381-9603 • www.lexingtonrescue.org

May 21, 2024

Re: Letter of Support – Jubilee Jobs' WORK-Lexington Proposal

To Whom It May Concern,

Please accept this letter as our strong support for Jubilee Jobs' WORK-Lexington initiative. As a funded agency of the WORK-Lexington program, Lexington Rescue Mission has had the privilege of collaborating closely with Jubilee Jobs and witnessing their exceptional commitment to workforce development in our community.

Jubilee Jobs has consistently demonstrated their ability to provide comprehensive and effective job readiness and placement services to individuals facing significant barriers to employment. Their innovative approaches and unwavering dedication have been instrumental in helping countless individuals secure stable and meaningful employment. Their expertise and experience make them an ideal candidate to coordinate and elevate the WORK-Lexington initiative to new levels of success.

Through our partnership with Jubilee Jobs, we have seen firsthand the positive impact of their programs. They have not only met but exceeded their goals, providing invaluable support to both job seekers and employers in Lexington. Jubilee Jobs' collaborative spirit and strong community connections have significantly enhanced the effectiveness of the WORK-Lexington initiative.

Lexington Rescue Mission supports Jubilee Jobs' proposal and their vision for the future of the WORK-Lexington initiative. We are confident that their influence will bring about significant positive change and further strengthen our collective efforts to address unemployment and underemployment in Lexington. We look forward to continuing our partnership with Jubilee Jobs and witnessing the continued success of the WORK-Lexington initiative under their capable coordination.

Thank you for considering Jubilee Jobs' proposal. We wholeheartedly endorse their efforts and believe that their involvement will be a tremendous asset to the WORK-Lexington initiative and the broader community.

Best Regards,

Laura Carr

Laura Carr
Executive Director

LEXINGTON **LEADERSHIP** FOUNDATION

May 21, 2024

Re: Lexington Leadership Foundation Letter of Support – Jubilee Jobs

To Whom It May Concern,

I am writing to express my enthusiastic support for Jubilee Jobs of Lexington's proposals for the LFUCG WORK-Lexington initiative and the Talent and Workforce Development program.

As the CEO of Lexington Leadership Foundation (LLF), I have had the privilege of collaborating with Jubilee Jobs on numerous community-serving initiatives, including another LFUCG program – the Second Chance Academy. Our partnership has consistently demonstrated Jubilee Jobs' commitment to transforming lives and fostering economic stability in our community.

Jubilee Jobs' influence and effectiveness, particularly with young people in Fayette County, is invaluable. Their holistic approach to workforce development—encompassing job readiness training, career exploration, and life skills education—aligns seamlessly with LLF's mission to engage and empower youth. Through programs like Innovate to Elevate and Broadened Horizons, Jubilee Jobs has successfully bridged educational and employment gaps, providing young individuals with the tools and confidence needed to thrive in today's job market.

The WORK-Lexington initiative, under Jubilee Jobs' coordination, promises to elevate our community's workforce development efforts to new heights. Their strategic plan to expand outreach, integrate services with community partners, and implement a robust marketing strategy will undoubtedly enhance the program's reach and impact. Moreover, Jubilee Jobs' ability to connect with local employers and their extensive network of support services ensures that job seekers receive the comprehensive assistance they need to secure and retain employment.

Jubilee Jobs' longstanding success in workforce development and their deep-rooted connections across multiple sectors within the community make them the perfect organization for these initiatives. Their proven track record of exceeding program goals and securing additional funding speaks to their capability and dedication. We are confident that Jubilee Jobs' leadership in the WORK-Lexington initiative and the Talent and Workforce Development program will result in significant positive outcomes for our community. Their unwavering commitment to service makes them a vital asset to our collective mission of empowering individuals and strengthening our community.

Sincerely,

Christian Postel
CEO | Lexington Leadership Foundation

TRACY'S HOUSE
1965 DEVONPORT

May 20, 2024

To Whom It May Concern,

I am writing to express my strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington Initiative. As the CEO of Tracy's House, a sober living and treatment program in Lexington, I have had the privilege of witnessing firsthand the transformative impact Jubilee Jobs has on our residents through their job training and placement services.

Jubilee Jobs has been a critical partner in our mission to support individuals in recovery. Their dedication to providing comprehensive job readiness training and employment opportunities has been instrumental in helping our residents rebuild their lives. The skills and confidence our residents gain through Jubilee Jobs' programs significantly contribute to their long-term recovery and reintegration into society.

The expanded services proposed under the WORK-Lexington Initiative are particularly exciting for Tracy's House and the individuals we serve. Enhanced outreach and integrated services will undoubtedly increase the reach and effectiveness of the program. These improvements will provide critical support to our participants in recovery, offering them even more resources to secure stable employment and achieve self-sufficiency.

We are committed to actively participating in the WORK-Lexington Initiative by bringing our residents to the orientations and ensuring they receive the assistance offered. The structured and supportive environment of Tracy's House, combined with the expert guidance and resources provided by Jubilee Jobs, and WORK-Lexington partners, creates a powerful synergy that fosters successful outcomes for our residents.

Jubilee Jobs' proven track record and their unwavering commitment to workforce development make them an ideal coordinator for the WORK-Lexington Initiative. We wholeheartedly support their proposal and look forward to continuing our partnership to provide meaningful and impactful services to individuals in recovery.

Sincerely,

Chiquita Shields
CEO, Tracy's House

Caise Place Sober Living
285 E. Sixth St. Lexington, Ky. 40508
Phone 859.551.7386
caiseplace@gmail.com

CAISE PLACE
Sober Living
Providing a safe environment for recovery

May 22, 2024

To Whom It May Concern,

I am writing on behalf of Caise Place to express our strong support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the House Manager at Caise Place, a sober living program, I have seen firsthand how Jubilee Jobs has been a vital partner in providing valuable employment services to our residents.

Jubilee Jobs has played a crucial role in our residents; recovery journeys by offering comprehensive job readiness training and connecting them with employment opportunities. Their dedicated staff works tirelessly to ensure that each individual receives personalized support, which has made a significant difference in helping our residents gain the skills and confidence needed to re-enter the workforce. The impact of their services is evident in the success stories of many of our participants who have secured stable employment and are on the path to long-term recovery.

The proposed expansion of the WORK-Lexington initiative is an exciting development for Caise Place and the individuals we serve. Their experience-based strategy will greatly benefit our residents, providing them with additional resources and support to achieve their employment goals. These improvements will help address the unique challenges faced by individuals in recovery, offering them a better chance at rebuilding their lives.

At Caise Place, we are committed to actively supporting the WORK-Lexington initiative. We will ensure that our residents attend the orientations and take full advantage of the assistance provided by Jubilee Jobs and other collaborative partners.

Jubilee Jobs does what they say they're going to do, and helps our people not only secure jobs, but a second shot at life.

Thank you for considering Jubilee Jobs; proposal. We look forward to continuing our partnership and witnessing the positive impact of the expanded WORK-Lexington initiative.

Regards,

A. Snedegar III

Asher Snedegar
House Manager
Caise Place



Jonathan Allen
Primary Purpose Behavioral Health
Owner
C: 859-699-3046
E: Jonathanallen@primarypurposebh.com

To Whom It May Concern,

I am writing to offer my enthusiastic support for Jubilee Jobs of Lexington's proposal for the WORK-Lexington initiative. As the Founder and CEO of Primary Purpose Behavioral Health, which provides outpatient counseling, intensive outpatient programs, and safe sober living, I have seen the significant positive impact that Jubilee Jobs has had on our residents through their job training and placement services.

Jubilee Jobs has been an invaluable partner in our mission to support individuals in their recovery journey. Their commitment to providing comprehensive job readiness training and employment opportunities has been a cornerstone in our community helping individuals with SUD rebuild their lives and gain the skills and confidence necessary for sustained recovery.

The personalized support and professional guidance they offer have made a tremendous difference in the lives of those we serve. The proposed expansion of services under the WORK-Lexington initiative is particularly exciting for Primary Purpose Behavioral Health and our clients.

We are committed to actively participating in the WORK-Lexington initiative by bringing our clients to orientations and ensuring they receive the valuable assistance offered. The structured environment and support provided by Primary Purpose Behavioral Health, combined with the expert job training and placement services from Jubilee Jobs, create a powerful combination that fosters successful outcomes for our residents.

Jubilee Jobs' proven expertise and dedication make them an ideal point guard for this initiative. Thank you for considering Jubilee Jobs' proposal. We are confident that their expanded role in the WORK-Lexington initiative will greatly benefit our community and the lives of those we serve.

Regards,

Jonathan Allen, CEO
Primary Purpose, Inc.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0887-24

File ID:	0887-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	261-2024	**In Control:**	Urban County Council
				File Created:	08/30/2024
File Name:	FY2025 Economic Development Partner PSA – Community Ventures Corporation			**Final Action:**	09/12/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of $63,220.17. [Office of the Mayor, Glasscock]

Notes: Stamped and filed in the CCO. Returned to Troy Black 9/30/2024. MS

Sponsors:		**Enactment Date:**	09/12/2024
Attachments:	Blue Sheet Community Ventures Corporation FY2025, Community Ventures Corporation Signed Agreement Partner Services FY2025, RESO 0887-24 EDP PSA Community Ventures FY25 4872-5178-1857 v.1.docx, R-464-2024, Contract #261-2024	**Enactment Number:**	R-464-2024
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	09/10/2024	Approved and Referred to Docket	Urban County Council	09/12/2024		Pass
1	Urban County Council	09/12/2024	Received First Reading	Urban County Council	09/12/2024		
1	Urban County Council	09/12/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	09/12/2024	Approved				Pass

Text of Legislative File 0887-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development, at a cost not to exceed the sum of $63,220.17. [Office of the Mayor, Glasscock]

Summary

Authorization to execute a Purchase of Services Agreement (PSA) with economic development partner agency Community Ventures Corporation, pursuant to RFP 35-2024, to assist with small business owner connections and networking; entrepreneurial development/start-up assistance; minority owned business development; and women owned business development, for an amount of $63,220.17. Budget amendment in process. (L0887-24) (Glasscock/Atkins)

Budgetary Implications: Yes

Advance Document Review:

Law: {Yes, Completed by [Tiffany Holskey, 8/30/2024]}

Risk Management: NA

Fully Budgeted: Budget Journal 150062

Account Number: 1101-900204-0001-71101

This Fiscal Year Impact: $63,220.17

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **August 30, 2024**

SUBJECT: **FY2025 Economic Development Partner PSA – Community Ventures Corporation**

Request:
Authorization to execute Purchase of Services Agreement (PSA) with economic development partner agency Community Ventures Corporation.

Why are you requesting:
The Lexington-Fayette Urban County Government annually contracts with economic development partner agencies to provide economic development services for the government. The Lexington Economic Development Investment Board at their meeting on July 16, 2024 approved the recommendation of the Request for Proposal (RFP) scoring committee for RFP 35-2024 “Economic Development Partnership Services.”

Community Ventures Corporation was recommended as an economic development partner agency for FY2025 to assist Lexington-Fayette Urban County Government with Small Business Owner Connections and Networking; Entrepreneurial Development/Start-Up Assistance; Minority Owned Business Development; and Women Owned Business Development. The recommended funding level for Community Ventures Corporation in FY2025 is $63,220.17.

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

The cost for FY2025 is:	$63,220.17
The cost for future FYs is:	N/A

Are the funds budgeted? Yes
Account Number: 1101-900204-0001-71101

Director/Commissioner
Amy Glasscock/Kevin Atkins

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 21st day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMUNITY VENTURES CORPORATION**, a Kentucky corporation, ("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505, with an effective date of July 1, 2024.

W I T N E S S E T H

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include 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" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Sixty-Three Thousand and Two Hundred and Twenty Dollars and 17/100 Cents ($63,220.17) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth ($1/4^{th}$) of the Funds. 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 the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. 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).

8. Organization shall indemnify, defend and hold harmless Government, 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 the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government 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 Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization'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 Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required

dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

11. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

12. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG.

13. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement.

Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

14. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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 Organization, or to constitute Organization an agent of the Government.

15. 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.

16. Organization shall adopt 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 submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

17. The 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 the CDO within 10 days of completion.

18. 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.

19. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

20. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

21. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where 2the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

22. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

23. 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. 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.

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

For Organization:
Community Ventures Corporation
1450 North Broadway
Lexington, Kentucky 40505
Att: Brian Hutchinson, Chief Development Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Abigail Allan, Clerk of the Urban County Council

COMMUNITY VENTURES
CORPORATION

BY: _____
JOHN WATZ, CHAIR

ATTEST: Susan E Walker
WITNESS: Susan E Walker
DATE: 9-3-2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

SCOPE OF WORK – SMALL BUSINESS OWNER CONNECTION AND NETWORKING/ ENTREPRENEURIAL DEVELOPMENT AND START-UP ASSISTANCE/MINORITY OWNED BUSINESS DEVELOPMENT/WOMEN OWNED BUISNESS DEVELOPMENT

Local Contribution:
Community Ventures Corporation will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Community Ventures Corporation response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

- Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

- Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
- Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.

- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

MINORITY OWNED BUSINESS DEVELOPMENT

- Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a minority owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

WOMEN OWNED BUSINESS DEVELOPMENT

- Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a women owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

Number of small business owner collaboration events held this quarter for Lexington businesses:
Total attendance of all small business owner collaboration events held this quarter for Lexington businesses:
Average attendance of all small business owner collaboration events held this quarter for Lexington businesses:

ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

Number of Lexington entrepreneurs and business owners assisted during the quarter:
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the quarter:
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the quarter:
Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:
Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the quarter:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

MINORITY BUSINESS DEVELOPMENT

Number of Lexington minority owned businesses assisted during the quarter:
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the quarter:
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the quarter:
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the quarter:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

WOMEN OWNED BUSINESS DEVELOPMENT

Number of Lexington women business owners assisted during the quarter:
Number of Lexington women business owners assisted with identification of financing options or investment capital during the quarter:
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the quarter:
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

One-on-One Lexington business counseling sessions during the quarter (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal $500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING
(July 1, 2024 – June 30, 2025)

Number of small business owner collaboration events held during the year for Lexington businesses:
Total attendance of all small business owner collaboration events held during the year for Lexington businesses:
Average attendance of all small business owner collaboration events held during the year for Lexington businesses:

ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE
(July 1, 2024 – June 30, 2025)

Number of Lexington entrepreneurs and business owners assisted during the year:
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the year:
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the year:
Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

MINORITY BUSINESS DEVELOPMENT
(July 1, 2024 – June 30, 2025)

Number of Lexington minority owned businesses assisted during the year:
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the year:
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the year:
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the year:

WOMEN OWNED BUSINESS DEVELOPMENT
(July 1, 2024 – June 30, 2025)

Number of Lexington women business owners assisted during the year:
Number of Lexington women business owners assisted with identification of financing options or investment capital during the year:
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the year:
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the year:

YEARLY EVENT REPORT
(July 1, 2024 – June 30, 2025)

One-on-One Lexington business counseling sessions during the year (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal $500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

EXHIBIT "D"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

RFP #35-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.

(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 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 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 workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

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 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 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.

Brian A. Hutchins

Signature

05-31-24

Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, Brian Hutchinson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian Hutchinson and he/she is the individual submitting the proposal or is the authorized representative of Community Ventures Corporation, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer 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 Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Germaine Stratton Eld on this the 31 day of May 2024

My Commission expires Feb 27, 2027

Germaine Stratton Eld
NOTARY PUBLIC, STATE AT LARGE

GERMAINE STRATTON ELD
Notary Public - State at Large
Kentucky
My Commission Expires Feb. 27, 2027
Notary ID KYNP67774

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Brian A. Hutchins
Signature

Community Ventures Corporation
Name of Business

Exceptions to this policy may be granted by the Corporation's Board of Directors at the request of the President/CEO.

Driver's License

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license. You will be asked to submit a copy of your driver's license to CV. Any changes in the status of your license must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Equal Employment Opportunity

This institution is an equal opportunity provider and employer. This is reflected in all CV practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

If you wish to file a Civil rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at *http://www.ascr.usda.gov/complaint filing cust.html,* or at any USDA office, or call (866) 632-9992 to request the form.

Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Former Employees

Depending on the circumstances, CV may consider a former employee for re-employment. Such applicants are subject to CV's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with CV and must have provided the required advance notice of their intention to terminate their employment with CV.

Regardless of the length of your previous employment and length of time since you terminated your employment with CV, your benefits shall accrue as if you

Fair Housing and Equal Opportunity Policy

Community Ventures Corporation will proactively abide by the provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1968 (Fair Housing Law), as amended, and the following additional laws and/or executive orders:

- Housing and Urban Development Act of 1968, Section 3, as amended.
- Rehabilitation Act of 1973, Section 504.
- Housing and Community Development Act of 1974, Section 109, as amended.
- Age Discrimination Act of 1975, as amended.
- Executive Order 11063: Equal Opportunity in Housing.
- Executive Order 11246: Equal Employment Opportunity.

CVC is committed to maximizing choice within its service area's total housing supply; lessening racial, ethnic and economic concentrations of housing; facilitating desegregation and racially inclusive patterns of occupancy and use of public facilities; and administering federal funding in a manner to affirmatively further fair housing. To ensure that staff is fully aware of CVC's commitment to the above, each law and/or executive order is explained in greater detail below.

I. Title VI of the Civil Rights Act of 1964

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving federal financial assistance.

CVC has and will continue to take a proactive approach to fully implement procedures to eliminate discrimination on the basis of race, color or national origin. In accordance with KRS 344.015, CVC has adopted the following Title VI implementation plan:

CVC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and any requirements or directives issued pursuant to that Act, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which CVC received federal financial assistance.

II. Title VIII of the Civil Rights Act of 1968, as amended

Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. This law also requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

III. Section 3 of the Housing and Urban Development Act of 1968, as amended

Provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to: businesses located in the project area or businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined "project area" as the unit of local government or the metropolitan area or the nonmetropolitan county in which the project is located.)

CVC will provide training and employment opportunities for low-income project area residents and when possible will award HOME contracts to businesses located or substantially owned by persons in the project area. To accomplish this, CVC will advertise annually for contractors and/or subcontractors in local newspapers within its service area, and will likewise make reasonable effort to purchase goods and services from local businesses. CVC will maintain records of these efforts in project and/or individual unit files, or purchasing files.

Whenever HUD assistance generates opportunities for employment or contracting, recipients of HUD housing assistance funds must, to the greatest extent feasible, provide these opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from assistance provided for construction, reconstruction, conversion or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings or improvements assisted by housing or community development funds.

Recipients of HOME assistance have minimum project costs limits under which Section 3 requirements do not apply. Section 3 only applies to:

Projects for which HUD's share of project costs exceeds $200,000;

Contracts and subcontracts awarded on projects for which HUD's share or project cost exceeds $200,000, and the contract or subcontract exceeds $100,000 and Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

The business must be able to demonstrate that it can successfully meet the terms and conditions of the proposed contract. In addition, these requirements do not restrict competition to only businesses meeting one of the priorities, nor do they authorize set-asides.

Recipients, contractors and subcontractors should make good faith efforts to hire low income people and/or award contracts and subcontracts according to the priority considerations and preference in a manner similar to the best efforts described above.

IV. Section 504 of the Rehabilitation Act of 1973, as amended

Provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Individuals with disabilities are protected by Section 504. This includes individuals who:

1. Have a physical or mental impairment that substantially limits one or more major life activities.
   - **Physical impairments** include limited vision or hearing, limited mobility (including people who use wheelchairs, canes, or walkers), infectious diseases (including AIDS) and others.
   - **Mental impairments** include mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
   - **Major life activities** are everyday things such as walking, talking, seeing, hearing, working or caring for oneself.

OR

2. Have a record of an impairment, such as a history of a disability or misclassification as having a disability.

OR

3. Are regarded as having an impairment. (Someone treats the person as if he/she has an impairment whether or not the person actually does.)

Key Aspects of Section 504

➢ **Program accessibility** – Eligible people with disabilities should be able to participate in and benefit from programs receiving federal financial assistance as much as people without disabilities.

➢ **Physical accessibility** – As much as possible, people with disabilities should be able to enter and use building (homes, apartments, libraries, youth centers, office buildings, etc.) that are assisted by HUD.

➢ **Most integrated setting** – People with disabilities should not be separated from non-disabled people or put off by themselves, unless there is no other reasonable choice; or special services must be provided to enable the people with disabilities to live independently.

➢ **Reasonable accommodation** – Agencies operating programs assisted by HUD must make adjustments to allow people with disabilities to enjoy the benefits of the programs, as long as the adjustment is not unduly expensive or burdensome (significant difficulty or expense).

➢ **Discrimination** – Any action by a recipient that denies a qualified individual with handicaps equal treatment or equal opportunity to benefit from programs or activities receiving federal financial assistance. CVC's president/CEO will designate a staff member to serve as the corporation's 504 Coordinator, Equal Opportunity/Fair Housing officer, and Title VI coordinator.

Currently, the designated staff person is: *Donna Major, President/Homeownership Center, (859) 231-0054*

CVC notifies clients through its marketing efforts (through written statements in printed materials) and again specifically at initial intake that it does not discriminate on the basis of disability. All housing staff who perform client intake will post the Equal Opportunity and Fair

Housing posters prominently in their offices, and said posters will include the name and contact information for the designated 504/EEO/FH/Title VI coordinator.

V. Section 109 of the Housing and Urban Development Act of 1974, as amended

Provides that no person shall be excluded from participation (including employment denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

VI. The Age Discrimination Act of 1975, as amended

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination, on the basis of age under any program or activity receiving federal funds.

VII. Executive Order 11063

Provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

VIII. Executive Order 11246, as amended

Provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000.

Project benefit documentation

CVC will maintain socioeconomic data to document that populations served with federal funds are being provided the opportunity to participate in programs in a nondiscriminatory manner. CVC will maintain and update this information for each federally-assisted project.

Employment Records

CVC will maintain records regarding employment to ensure that hiring procedures and decisions are conducted in a non-discriminatory manner. Staff should reference the corporate policy manual for employees that sets forth personnel policies.

Grievance Procedure

CVC's grievance procedures are designed to provide due process standards and provide for expedient and prompt resolution of complaints related to any type of discrimination. At present, CVC's programs are designed such that no clients requesting housing assistance are declined. Those whose financial status or credit history will not support near-term (six to eight months) homeownership are referred to CVC's financial fitness, homebuyer education and related classes.

If a client disagrees with staff's determination that s/he is not yet eligible for any homeownership program, the client may appeal that decision to Donna Major, President/Homeownership Center, (859) 231-0054, 1450 N. Broadway, Lexington, KY 40505, or via email dmajor@cvcky.org.

Should the client wish to appeal further, appeal may be made to CVC's CEO, Kevin Smith, and, for legal/fair housing complaints, to the Kentucky Human Rights Commission or HUD's Fair Housing/Equal Opportunity office. CVC provides this written grievance policy to clients during the intake process.

External Parties

To affirmatively further fair housing, CVC will:

- Include provisions prohibiting discrimination in contracts and subcontracts which are for more than $10,000.
- Include provisions requiring Section 3 compliance in contracts and subcontracts.
- Include contract provisions that promote the use of Women Owned Businesses and Minority Owned Business Enterprises.
- Promote fair housing by displaying and distributing Fair Housing laws, brochures, poster displays, etc.

WORKFORCE ANALYSIS FORM

Name of Organization: Community Ventures Corporation

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		6	2			3	2									9	4
Professionals		11	11			1										12	11
Superintendents																	
Supervisors																	
Foremen																	
Technicians		6	4		2	1	3									7	9
Protective																	
Para-																	
Office/Clerical			2														2
Skilled Craft																	
Service/Maintena																	
Total:		23	19		2	5	5									29	26

Prepared by: Brian Hutchinson, Chief Dev. officer **Date:** 05 / 31 / 24

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has 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 Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Community Ventures Corporation

Complete Address: 1450 N. Broadway, Lexington, KY 40505

Street City Zip

Contact Name: Brian Hutchinson Title: Chief Development Officer

Telephone Number: 859-231-0054 Fax Number: n/a

Email address: bhutchinson@cvky.org

Lexington-Fayette Urban County Government
MWDBE 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 MWDBE 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE 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 Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE 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 Procurement 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.

d. 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.

e. 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 Procurement
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 Procurement):

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.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing 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 Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 35-2024

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.

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.

Community Ventures Corporation

Company

05-31-24

Date

_Brian Hutchinson

Company Representative

Chief Development Officer

Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 35-2024

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 Community Ventures Corporation	**Contact Person** Brian Hutchinson
Address/Phone/Email 1450 N. Broadway Lexington, KY 40505 859-231-0054 bhutchinson@cvky.org	**Bid Package / Bid Date** 35-2024 ; 05-31-24

MWDBE Company Addres	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
n/a								

(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.

Community Ventures Corporation
Company

Brian Hutchinson
Company Representative

05-31-24
Date

Chief Development Officer
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 35 - 2024

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).

n/a 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.

_____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 MWBDE 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.

Community Ventures Corporation
Company

05-31-24
Date

Brian Hutchison
Company Representative

Chief Development officer
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations. LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.

6. Changes/Alterations. Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause. By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract,

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency,

(d) Failure to diligently advance the work under a contract for construction services,

(e) The filing of a bankruptcy petition by or against the contractor, or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15 Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent

16 Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18 Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Brie A. Hutchins
Signature

05-31-24
Date

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

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11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent

16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Brian A. Hutchins
Signature

05-31-24
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.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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.

00548704

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.

C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.

D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.

E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.

F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES CORPORATION
RFP #235-2024 RESPONSE
WORK PLAN

4870-3948-5397, v. 1

community ventures
Your Dream. Our Mission.

Introduction:

Community Ventures Corporation, administering services through the Women's Business Center of Kentucky is pleased to submit this comprehensive budget proposal in response to the RFP for Economic Development Partnership Services issued by LFUCG. Our proposal aims to address the economic development needs of Lexington-Fayette County through targeted strategies and initiatives.

Community Ventures helps people own homes and start businesses because we believe in the power of dreams. Whether it's affordable financing, education, or neighborhood revitalization, our areas of focus dramatically improve the quality of life for Kentuckians.

Since 1982, Community Ventures has evolved in capacity and knowledge, but our mission has remained the same – to strengthen our communities by empowering individuals. We are committed to creating positive impact through individualized financial counseling, large scale neighborhood revitalization, and everything in between.

Vibrant communities start with people. Community Ventures equips our clients with knowledge and skills they can use for the rest of their lives, creating positive impact for generations to come.

The Women's Business Center of Kentucky is more than a resource hub; we are the driving force behind the entrepreneurial journey for Kentucky's women's business owners. Our center is a dynamic and inclusive space where women from diverse backgrounds come together to turn their business dreams into reality.

Established in 2011, the Women's Business Center of Kentucky helps women entrepreneurs, especially those who are economically or socially disadvantaged, start and grow businesses in the state of Kentucky. The WBC of Kentucky is one of over 155 Women's Business Centers across the country that provides technical assistance to help women start and grow their small business.

WBC of Kentucky is funded in part by a cooperative agreement by the U.S. Small Business Administration and is administered by Community Ventures. WBC of Kentucky is headquartered in Lexington and services all 120 counties in the Commonwealth of Kentucky. In 2023, the WBC of Kentucky was recognized nationally as a Center of Excellence by the Association of Women's Business Centers.

Objectives: The key objectives of this project are as follows:

WBC
OF KENTUCKY



- Nurturing entrepreneurial talent in Lexington, specifically women-owned and minority-owned businesses and aspiring entrepreneurs.
- Support the establishment and growth of small businesses in Lexington areas through training, business coaching, and access to finance.
- Foster collaboration and networking among entrepreneurs, industry experts, and local stakeholders to facilitate knowledge sharing and market linkages.
- Promote sustainable business practices and innovation to enhance the competitiveness of local business.
- Measure the impact of the project through key performance indicators such as successful business starts, job creation, revenue growth, and overall economic development.

- **Entrepreneurial Capacity Building:**
    - Conduct entrepreneurship training programs to equip individuals with the necessary skills and knowledge to start and manage a business.
    - Organize workshops and seminars on business planning, marketing strategies, financial management, and other relevant topics.
    - Provide business counseling opportunities to aspiring entrepreneurs, connecting them with certified business coaches who can offer guidance and support.

- **Access to Finance:**
    - Establish partnerships with financial institutions to develop tailored financial products and services for aspiring or seasoned entrepreneurs.
    - Facilitate access to microfinance, loans, grants, and other funding options to support business startup and expansion.
    - Offer financial literacy training to entrepreneurs to enhance their financial management skills and understanding of financial instruments.

- **Networking:**
    - Foster collaboration among entrepreneurs through networking events, business forums, and industry-specific clusters.
    - Facilitate connections between entrepreneurs and other supporting business resources organizations at a local, state, federal, and global levels.

- **Ongoing Support:**



- Collaborate with government agencies and local authorities to create an enabling environment for entrepreneurship, such as simplifying business registration procedures and reducing bureaucratic hurdles.
- Provide ongoing support and guidance to entrepreneurs in navigating regulatory frameworks and compliance requirements.

In this proposal, the WBC of Kentucky will specifically address the following service categories:

(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;

Assist Lexington-Fayette County entrepreneurs and business owners with training, guidance, and access to resources during their business start-up process.

One-on-One Confidential Business Counseling:

Description: Provide personalized counseling sessions where entrepreneurs can meet with certified business advisors to discuss their specific needs and explore suitable start-up options. This could include help with preparing loan applications, business plans, business feasibility, market research, and financial projections. Counseling to be conducted face to face, by telephone, or virtual option tailed to the need of the individual.

Outcome: Entrepreneurs receive tailored guidance and support that enhances their business acumen, increases their chances of securing funding, and improves their overall business planning and execution. As a result, there is an increase in successful business launches and growth in the local economy. Fee: $0

KPIs:

- Number of Counseling Sessions Provided: Track the total number of one-on-one counseling sessions conducted each month.
    - WBC of Kentucky to conduct 45 counseling sessions each month.
- Client Satisfaction Rate: Measure client satisfaction through post-counseling surveys
    - Aiming for a satisfaction rate of 90% or higher.

- Clients Served: Record the number of clients who received assistance in the form of business counseling sessions.
    - WBC of Kentucky to provide counseling to 175 business owners/aspiring entrepreneurs.
- Funding Secured: Track the total amount of funding secured by clients who received counseling.
    - Aiming for at least $500,000 in aggregate funding annually.
- New Business Start-Ups: Monitor the number of new businesses started by clients who received counseling.
    - With a target of at least 25 new businesses launched per year.

Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.

Business Builder Workshop:

Description: Conduct a monthly Business Builder Workshop, a 6-part intensive training program covering essential topics such as business planning, marketing, financial management, legal considerations, and operational strategies. Include hands-on activities, additional on-demand training, and expert guest speakers. This training to be held in person at a partnered venue and offered as a hybrid option to eliminate barriers of attendance. Monthly time offerings will rotate in order to adjust to the needs of the participants (i.e childcare restrictions, full-time job limitations, and other logistics hurdles). Fee: $60 with scholarships available

Outcome: Participants gain comprehensive knowledge and practical skills needed to start and run a successful business.

KPIs:

- Number of Workshops Conducted:
    - 12 workshops annually.
- Participant Enrollment:
    - An average of 8 entrepreneurs enrolled in each workshop.
- Participant Satisfaction Rate:
    - 90% or higher satisfaction rate
- Knowledge Improvement: Percentage of participants who report increased knowledge in business topics post-workshop.

  - 95% knowledge improvement rate
- Guest Speaker Ratings: Average rating of guest speakers by workshop participants.
  - 4.5 out of 5 or higher
- Follow-Up Business Launches: Number of participants who start their business within six months post-workshop.
  - 3 businesses per workshop.

WBC of Kentucky Online Learning Platform:

Description: Develop an online learning platform offering courses and webinars on various business topics. Include modules on starting a business, financial literacy, digital marketing, and scaling operations.

Outcome: Entrepreneurs have access to flexible, self-paced learning opportunities that can fit their schedules. Fee: $0

Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.

Strong Women Strong Coffee

Description: Organize monthly trainings/panel discussions focused on relevant business topics for the start-up community. This serves as a free and community event for Lexington business owners, community leaders, as well as aspiring entrepreneurs. The WBC of Kentucky will invite subject-matter experts to discuss the given topic intended to foster a successful venture start and sustainable growth model. Expert speakers will reflect our audience, meaning, we will purposefully invite female, minority, local, and community-minded speakers. Quarterly surveys are provided to previous attendees to garner requested topics needed for the Lexington-Fayette community and for the WBC to make ongoing improvements. Fee: $0

Outcome: Entrepreneurs gain a clear understanding of available resources to start, expand or fund their business endeavors.

KPIs:

- Average of 30 attendees per monthly event
- Total Annual Attendance of 360 individuals
- Event satisfaction rate from attendees to be 90% or higher

- Featured Speakers:
    - Target: Feature local subject-matter experts in the topics of:
        - Financial literacy
        - Capital acquisition
        - Website development
        - Revenue growth
        - Marketing plan creation
        - Financial projections and fiscal health analysis
        - Social media marketing
        - Business plan creation (startup, existing, pre-and post-funding)
        - Onboarding and retaining employees
        - Bookkeeping
        - Product and service pivoting
        - Procurement management
        - Credit counseling and repair
        - Other topics as needed

Women in Business Expo

Description: The Women in Business Expo is an annual event organized by the Women's Business Center of Kentucky (WBC) to showcase the achievements of women entrepreneurs in Lexington-Fayette County. The Expo provides a platform for start-up or seasoned women-owned businesses to network and access adequate business training. The event includes keynote speeches, panel discussions, workshops, and networking sessions designed to inspire and equip women entrepreneurs with the knowledge and connections needed to grow their businesses.

Outcome: The Women in Business Expo aims to enhance the visibility and growth of women-owned businesses in the community. By providing a comprehensive platform for exposure and networking, the Expo seeks to foster new business opportunities, facilitate strategic partnerships, and empower women entrepreneurs with the tools and inspiration to scale their ventures. Fee: $25

KPIs:

- Participant Attendance:
    - Target: Attract at least 150 attendees to the Expo in 2025
- Exhibitor Participation:

  - Target: Feature 20 local, state, and federal resource providers including, but not limited to: LFUCG, Lexington Chamber, SBA, Kentucky SBDC, SCORE, KY APEX Accelerator, Kentucky Cabinet for Economic Development, University of Kentucky, Kentucky Finance Cabinet, and other business resource organizations.
- Workshops and Sessions:
  - Target: Conduct 4 workshops and 1 panel discussion during the Expo.
  - Workshop topics to address common business barriers or requested topics such as: access to capital, successfully launching a business, and strategies to scale a business venture.
- Satisfaction Rate: Post-event surveys assessing overall satisfaction with the event.
  - Target: Achieve a 90% satisfaction rate among attendees and exhibitors.

Empowering Excellence Panel

Description: The Empowering Excellence Panel is a signature event hosted by the Women's Business Center of Kentucky that brings together accomplished women leaders from various industries to share their insights, experiences, and strategies for success. This panel discussion aims to inspire and empower women entrepreneurs and business owners in Lexington-Fayette County by providing them with valuable knowledge, mentorship, and networking opportunities. The event features a moderated discussion followed by an interactive Q&A session, and opportunities for one-on-one engagement with the panelists. The WBC of Kentucky invites business owners who often are not asked to participate in other community events. For example, for International Women's Day the WBC features a panel of local immigrant-owned businesses to discuss their entrepreneurial journey. Another model would feature local minority-owned businesses and how they utilize their MBE certifications for their business ventures.

Outcome: The Empowering Excellence Panel seeks to elevate the professional growth and leadership skills of women entrepreneurs. By providing direct access to role models and industry experts, the panel aims to foster a supportive community, inspire attendees to pursue excellence in their ventures, and equip them with actionable insights to overcome business challenges. Fee: $0

KPIs:

- Attendance:
  - Target: Attract at least 45 participants to the event annually.
- Panelist Diversity:
  - Target: Include a diverse group of at least 4 accomplished women leaders from different industries and walks of life.

- Event Partnership:
    - Target: partner with local business resource providers and programs to introduce opportunities to attendees for further engagement; examples include: Lexington Public Library, Kentucky SBDC, SBA, Community Ventures, LFUCG, Women Leading Kentucky, and other organizations with an aligned mission to the WBC of Kentucky.
- Satisfaction Rate:
    - Target: Achieve a 90% satisfaction rate among attendees.

An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

Comprehensive Annual Report Preparation

Description: Compile a detailed annual report by March 31 each year, summarizing all activities, events, and programs conducted. Include metrics such as the number of entrepreneurs assisted, financing secured, created and sustained jobs, generated revenue, educational programs held, and feedback from participants. Highlight success stories and provide analysis of the impact on the local economy.

Outcome: A thorough report provides transparency, accountability, and valuable insights for the Director of Business Engagement and the Lexington Economic Development Investment Board.

Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.

Annual Barriers to Entrepreneurship Survey

Description: Conduct an annual survey of local entrepreneurs to identify common barriers they face, such as access to capital, regulatory challenges, or lack of mentorship. Compile and analyze the data to create a report with actionable recommendations.

Outcome: Data-driven insights inform local leaders and policymakers on necessary changes to support entrepreneurship.

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Budget:

The WBC currently receives $150,000 in funding through a grant from the Small Business Administration (SBA), which is then matched and administered by Community Ventures at a 1:1 dollar match. This grant supports various operational costs, including staff salaries, program development, and administrative expenses. The following budget proposal details how additional funding will enhance and expand our program offerings beyond what the SBA grant covers.

Category	Description	Amount	Funding Source	Comments
Operational Costs				
Salaries and Benefits	Staff salaries and benefits	$150,000	SBA Grant & Community Ventures	
Office Rent and Utilities	Office space and utility expenses	$2,500	SBA Grant & Community Ventures	
Administrative Expenses	General administrative costs	$45,000	SBA Grant & Community Ventures	30% of Total Cost
Total Operational Costs		**$197,500**		
Program Costs				
Women in Business Expo		**$7,500**		
Venue Rental	Rental of venue for the event	$2,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	$150	Sponsor/In-kind	
Speaker Fees and Travel	Compensation and travel for speakers	$2,000	Sponsor/In-kind	
Catering	Food and beverage services	$3,000	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	$350	Sponsor/In-kind	
Empowering Excellence Panel		**$1,650**		
Venue Rental	Rental of venue for the panel	$1,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	$50	Sponsor/In-kind	

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Category	Description	Amount	Funding Source	Comments
Speaker Fees and Travel	Compensation and travel for speakers	$0	Sponsor/In-kind	
Catering	Food and beverage services	$500	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	$100	Sponsor/In-kind	
Monthly Strong Women Strong Coffee Events (annualized)		**$8,100**		
Venue and Refreshments	Venue and food costs per event (12 total)	$7,200	Sponsor/In-kind	
Marketing and Promotion	Advertising for each event	$300		
Materials and Supplies	Supplies for each event	$600	Sponsor/In-kind	
Business Coaching and Training Programs		**$81,600**		
Certified Business Advisor	Compensation for advisor	$75,600	Lexington Economic Partnership	
Training Materials, Equipment, and Resources	Advisor materials, equipment, and resources	$6,000	SBA Grant & Community Ventures	
Annual Reporting and Evaluation		**$1,536**		
Data Collection and Analysis	Gathering and analyzing data via survey platform, jotform	$348	SBA Grant & Community Ventures	
Data Collection and Analysis	Confidential Client Information in CRM System	$1,188	SBA Grant & Community Ventures	
Total Program Costs		**$100,386**		
Total Budget		**$297,886**		

Business Coaching Budget Outline

Category	Description	Amount	Comments
Compensation			
Business Advisor Salary	Salaries for certified business advisors	$54,000	Industry Average

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Category	Description	Amount	Comments
Business Advisor Benefits	Health, retirement, and other benefits	$21,600	Based on 40% fringe rate
Total Compensation		**$75,600**	
Equipment			
Office Equipment	Computer and printer	$1,500	Necessary for business coaching
Software Licenses	Business planning, financial projection, Zoom, and CRM software	$2,500	Essential tools for coaching
Total Equipment		**$4,000**	
Training			
Professional Development	Continuous education for business advisors	$1,500	Relevant courses and certifications
Local Workshops/Seminars	Attending relevant workshops and seminars in Lexington	$500	Networking and skill enhancement
Total Training		**$2,000**	
Grand Total		**$81,600**	

Justification for Additional Funding: While the SBA grant provides support for our operational expenses, additional funding is essential to fully implement and enhance our program offerings and to provide a designated business coach to the city of Lexington. The financial support is reflected in the table above at $75,600; 25.4 % of the overall Lexington budget for the WBC of Kentucky. 74.6% of the overall budget is provided from non-LFUCG funding. This includes expanding outreach efforts, increasing the number of high-impact events, and providing more comprehensive support to women and minority entrepreneurs. Community Ventures has not received funding from LFUCG in the previous two years.

Expected Outcomes:

- Increased number of registered entrepreneurs and small businesses;
- Job creation;
- Revenue Growth;
- Enhanced entrepreneurial skills and business acumen within the local community;

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- Strengthened market linkages and access to finance for women-owned businesses;
- Improved overall economic growth and community development.

Sustainability: To ensure the long-term sustainability of the project, we will focus on building local capacity and empowering the Lexington community to take ownership of their economic development. This will involve establishing local business networks, fostering entrepreneurship culture, and creating mechanisms for continuous support and mentorship. A dedicated Business Coach for women-owned and minority-owned businesses will communicate the commitment to this focus.

Conclusion: The WBC of Kentucky is committed to delivering tangible results in partnership with LFUCG to advance economic development in Lexington-Fayette County. Our comprehensive approach, coupled with clear deliverables and reporting mechanisms, ensures transparency and accountability in achieving shared goals. Promoting entrepreneurship and small business development for marginalized communities is a strategic approach to drive economic growth in Lexington. This project proposal outlines a comprehensive plan that aims to empower aspiring entrepreneurs, facilitate access to finance, foster networking opportunities, and create an enabling environment for women-owned and minority-owned businesses. By implementing this project, we can unlock the potential of women in business and minority-owned businesses leading to sustainable economic development, improved livelihoods, and vibrant communities.

Thank you for considering our budget proposal. We look forward to the opportunity to contribute to the economic prosperity of Lexington-Fayette County.

Sincerely,

Devanny King

Executive Director, Women's Business Center of Kentucky at Community Ventures

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Addendum

Required Proposal Contents

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Why WBC of Kentucky and Community Ventures are Best Suited for Economic Development Partnership with LFUCG

Proven Track Record of Success

The Women's Business Center of Kentucky (WBC) and Community Ventures have a well-established history of supporting economic development and entrepreneurial success. Their combined expertise in providing tailored business coaching, educational programs, and financial assistance has significantly contributed to the growth of small businesses in Lexington-Fayette County. This track record demonstrates their capability to manage and execute programs effectively, ensuring positive outcomes for the community.

Comprehensive Support Services

WBC and Community Ventures offer a holistic suite of services that address the multifaceted needs of entrepreneurs, particularly women and minority-owned businesses. These services include:

- Personalized Business Coaching: Providing one-on-one counseling sessions to help entrepreneurs with business plans, loan applications, and market research.

- Educational Workshops: Conducting regular workshops such as the Business Builder Workshop to equip entrepreneurs with essential skills in business management.

- Access to Capital: Assisting businesses in identifying and securing financing options and investment capital.

- Networking Opportunities: Hosting events like the Women in Business Expo and the Empowering Excellence Panel to foster connections within the business community.

These comprehensive support services ensure that entrepreneurs receive the necessary resources and guidance at every stage of their business journey.

Strong Community Connections

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Both WBC and Community Ventures have deep-rooted connections within the Lexington-Fayette County community. They collaborate closely with local businesses, government agencies, and non-profit organizations to create a supportive ecosystem for entrepreneurs. Their established relationships with the Small Business Administration (SBA) and other financial institutions enable them to effectively link entrepreneurs with critical resources.

Focus on Diversity and Inclusion

WBC and Community Ventures are committed to promoting diversity and inclusion within the business community. Their targeted programs for women and minority entrepreneurs help to reduce barriers and create equal opportunities for all. By introducing new minority and women-owned businesses to the LFUCG Minority Business Enterprise Liaison, they actively contribute to a more inclusive economic landscape.

Customized and Confidential Services

The WBC's no-cost, confidential, and tailored business coaching ensures that entrepreneurs receive personalized attention that addresses their unique challenges and goals. This customized approach increases the likelihood of business success and sustainability.

Alignment with LFUCG Goals

The mission and objectives of WBC and Community Ventures align closely with the goals of the Lexington-Fayette Urban County Government (LFUCG) for economic development. Their focus on entrepreneurial development, minority and women-owned business support, and community engagement dovetails with LFUCG's efforts to foster a vibrant, diverse, and inclusive economy.

Measurable Impact and Accountability

Both organizations are committed to transparency and accountability. They provide detailed annual reports outlining their activities and outcomes, ensuring that stakeholders, including the LFUCG, can track progress and assess the impact of their initiatives. This commitment to measurable results fosters trust and demonstrates their effectiveness in driving economic development.

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Knowledge and Understanding of Lexington-Fayette County and the Lexington-Fayette County Economy

The Women's Business Center of Kentucky (WBC) and Community Ventures possess a profound understanding of the economic landscape and challenges faced by businesses in Lexington-Fayette County. The 2022 Disparity Study commissioned by the LFUCG highlights significant barriers for minority and women-owned businesses, including limited access to capital and market opportunities. WBC and Community Ventures have a proven track record in addressing these disparities through tailored programs such as business coaching, educational workshops, and networking events. Our strong community ties and data-driven approach ensure that we effectively support underrepresented entrepreneurs, making us the ideal partner to drive economic development and promote equity in the local economy.

According to the 2022 Disparity Study commissioned by the Lexington-Fayette Urban County Government (LFUCG), there are notable disparities in business ownership and opportunities for minority and women-owned businesses. The study highlights several key findings:

1. Minority-Owned Business Disparities:

- Minority-owned businesses face significant barriers in accessing capital and securing contracts.

- There is a lower representation of minority-owned businesses in the marketplace compared to their proportion of the population.

2. Women-Owned Business Disparities:

- Women-owned businesses also experience challenges in gaining equal opportunities for growth and sustainability.

- The study indicates a need for targeted support and resources to help these businesses thrive.

These disparities underscore the need for specialized programs and interventions to support minority and women entrepreneurs in Lexington-Fayette County.

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WBC of Kentucky- Economic Development Partnership Project

Category	Description	Amount	Qualifications
Job Function			
Lexington Business Advisor	Provides 1:1 coaching to women-owned and minority-owned businesses in Lexington; conducts trainings/events specific to the Lexington entrepreneurial community.	100%	Certified Business Advisor with appropriate education to support providing 1:1 business consulting to women and minority-owned businesses
WBC Executive Director	Supervises Business Advisor and Event & Program Coordinator; Oversees Program Compliance; Provides WBC Program Direction	50%	Certified Business Advisor with appropriate education to support services rendered. Annual compliance training with SBA program oversight.
WBC Event & Program Coordinator	Assist with the coordination of WBC events and programming. This individual oversees registration, post event reporting, survey analysis, and the development of training programs for entrepreneurial communities	25%	Background and experience provide a tailored experience in supporting business owners. Online platform, resource, and program knowledge implemented to ensure efficiencies and effectiveness within WBC events and program offerings.
Community Ventures President of Lending	Provides guidance and supervisory to WBC program from host organization, Community Ventures; Approves and oversees budgetary requests made from the WBC	5%	Leadership of the WBC program for more than five years. Background in supervising local, state, and federal funded programs

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Community Ventures Corporation **Job Description**

JOB TITLE: Director of Women's Business Center of Kentucky

Employee Name: Devanny King

Division:	Business Development	Location:	Lexington
Supervisor:	Brenda Weaver	Prepared by:	Kevin R. Smith
Salary level:	Competitive		
Approved by:	Kevin R. Smith		
FLSA Status:	Exempt		
% of FTE:	100%		

The Women's Business Center Program Director (WBC Program Director) is a full time, exempt, senior level staff position with program and operational responsibility in Lexington/Fayette County, Kentucky for the state of Kentucky.

SUMMARY: This position manages CVC's operations of the SBA's WBC of Kentucky. Roles, directly or through staff, will include:
(1) consulting with clients to define personal barriers to business start-up or stable ownership;
(2) providing individual technical assistance or classroom training to address the identified barriers;
(3) consulting with clients looking to expand their business and providing additional resources to clients;
(4) assisting clients, when necessary, in obtaining appropriate financing;
(5) collaborating with outside agencies to provide the maximum support for women and disadvantaged entrepreneurs;
(6) ensuring the agency's compliance with all program goals, objectives, policies and procedures;
(7) ensuring that the WBC is and remains in compliance with all funding requirements;
(8) preparing all funding reports, conducts surveys as needed and all other administrative requirements of the program;
(9) reporting to the Director of Lending

While other duties may be assigned as needed, ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

ADMINISTRATIVE

- Developing, implementing, and overseeing all operating procedures in accordance with SBA and CVC requirements and guidelines.
- Assuring compliance with SBA requirements and guidelines in data collection and reporting, and other areas.
- Responding in a timely manner to the needs and requests of clients, collaborators, and partners.
- Developing agreements and memoranda of understanding with participating organizations and agencies.

- Maintaining communication among CVC and WBC staff and attending all relevant organizational meetings.
- Assisting in hiring, training, supervising, and evaluating staff to ensure successful and accountable program results.
- Supporting, implementing, and promoting compliance with CVC's Diversity and Equal Opportunity Plan in all aspects of employment and education; encouraging cultural and ethnic diversity in staffing, curriculum, programs, and services.
- Maintaining a safe work environment, enforcing safe work practices, reporting and investigating accidents, maintaining necessary documentation, policies and procedures, and requiring employees to receive mandated training.

BUDGETARY/FINANCIAL

- Developing, managing and administering the WBC program and budget, in accordance with recognized good accounting practices, and SBA and CVC guidelines and requirements.
- Overseeing proper and accurate collection and reporting of financial and performance data.
- Preparing and submitting requests for reimbursement, budget amendments, contract closeout reports, and quarterly and annual program reports to the CVC CEO, or the CEO's designee.

PROJECT MANAGEMENT

- Maintaining, managing, and growing economic development projects within the scope of the WBC and CVC.
- Organizing a WBC Center Advisory Council
- Establishing a regular meeting schedule for the WBC Advisory Council, providing appropriate information and agendas in *advance* of meetings, facilitating management presentations and dialogue, and issuing timely meeting minutes.
- Preparing project reports and conduct project evaluations (monthly reports).

COMMUNITY OUTREACH, NEEDS ASSESSMENT & ON-GOING STRATEGIC PLANNING

- Researching existing programs and services in each respective territory and determining the needs of the local aspiring and existing small business communities in order to develop effective programs and services
- Managing and sustaining mutually supportive relationships with the SBA through the Kentucky SBA District Director and relationship with other WBC partners
- Establishing relationships with colleges, universities, research, community and government institutions throughout the state.
- Participating, STATEWIDE, in community organizations and activities relevant to CVC's and the WBC's mission; concentrating efforts in the larger cities of Louisville/Jefferson County and Lexington/Fayette County
- Identifying under-served communities and strategies to reach them
- Exploring strategies and opportunities for job-creation and revenue-generation
- Maintaining a short term workplan and accomplishments record

- Determining the needs of the local small business community to develop effective WBC services
- Developing, implementing and supervising specific ancillary training modules to expand and complement existing business development training programs.
- Providing in-depth, high quality, one-on-one business counseling and specialized training to business owners and prospective business owners. Serving as a mentor to WBC clients.
- Coordinating and leveraging the resources of community small business organizations and agencies to provide a comprehensive assistance delivery system.
- Providing leadership in community small business assistance services.
- Developing and implementing plans for marketing, public relations, and outreach activities throughout WBC territory.
- Speaking to community groups to explain and interpret agency purposes, programs, and policies.
- Maintaining the reputation and positive regard held by the WBC in the community.

SUPERVISORY RESPONSIBILITIES: This job may have supervisory duties over three subordinate positions. Works with and ensures training of EVP's, Directors of Business Development and Business Development Specialists in the requirements of the WBC when applicable.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: 1) Extensive experience as a small business owner or manager; 2) An education level that consists at minimum a bachelor's degree in business administration, management or related field from a four-year college or university; or 3) Four to five years related experience and/or training in the provision of training and technical assistance to entrepreneurs and small businesses; or equivalent combination of education and experience. Must be proficient in Microsoft Word and Excel.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The employee will be required to do some traveling.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER

Devanny Paige King, MBA

devpking@gmail.com | www.linkedin.com/in/DevannyKing

EXPERIENCE/SKILLS

- 5 years of International Work Experience in Australia, Spain, Mexico, and China
- NASBITE certified Global Business Professional
- 10 years in Management & Leadership Consulting and Education
- National Conference Speaker: America's Small Business Development Center

RELEVANT CAREER EXPERIENCE

Women's Business Center of Kentucky Lexington, Kentucky

Executive Director (April 2023-present)

- Ensuring the agency's compliance with all program goals, objectives, policies, and funding requirements
- Preparing all funding reports, conducting surveys, and all other administrative requirements for the program
- Collaboratively and effectively work with outside agencies to provide maximum support for women and disadvantaged entrepreneurs
- Consulting with clients who are starting or expanding their business ventures and assisting when necessary in obtaining appropriate funding

Georgetown College- Adjunct Professor, Entrepreneurial Leadership (Aug 2021-Dec 2023)

• COMM 350 COURSE DESCRIPTION: The course examines the Entrepreneurial Leadership factors needed to bring about enterprise transformation or transition from start-up to ongoing operations and ultimately to a sustainable business model. Theories and related research are conducted within the course in addition to "best" and "worst" practices, using case studies, lectures, and outside speakers.

Kentucky Small Business Development Center Lexington, Kentucky

Business Consultant (Aug 2020-April 2023)

- Facilitating sessions to help entrepreneurs develop appropriate business models, business plans, financial projections, cash flow models, marketing plans, loan packaging, and core processes
- Coaching entrepreneurs launching new businesses and growing or diversifying mature businesses
- Building and maintaining close professional relationships with small businesses throughout the region.
- Collaboratively and effectively work with partner organizations, including hosts, state and federal resource partners

International Trade Team Lead (Aug 2021- present)

- International business planning assistance: product preparation, market analysis, logistics, documentation, financial analysis, compliance and legal considerations
- International market intelligence support: identify potential export markets, assess target markets, find foreign buyers and distributors
- Export forums, trainings, workshops, and in-house training
- Collaboratively work in partnership with federal and state agencies that assist small business exporting clients

Enriched LLC- Founder & Coach (April 2020-present)

- Develop, facilitate, and promote growth opportunities to clients seeking professional and personal development strategies.
- Course creation for professional development: optimizing organizational culture, leadership training, effective communication, networking, and career development
- Promoting professional and personal development everyday strategies through blog articles, public speaking agreements, and in-person team trainings.

CRCC Asia- General Manager (February 2019-November 2019) Beijing, China

- Oversee regional employees of the Beijing office by providing training to new employees and mentoring existing employees to achieve personal and corporate goals
- Monitor and control expenses for the Beijing expenses of $300,000 USD annually
- Effectively lead and monitor KPIs for the Business Development and Program Management teams
- Expand the partnership portfolio and connect with potential stakeholders

Starz Sports- Project Manager (October 2018- February 2019) Beijing, China
- Work alongside the company and its affiliates to manage and execute all programs involving the Yao Ming Youth Basketball Development entity.
- Establish and conduct inter-scholastic competition, while communicating positive character development concepts to players and parents.

Professional Athlete, Basketball
FC Barcelona/Barça CBS, Federación Española de Baloncesto Liga Femenina 2 (2018 Season) Barcelona, Spain
Kalamunda Eastern Suns, Western Australia State League Basketball(2017 Season) Perth, Australia
Lakeside Lightening, Western Australia State League Basketball (2016 Season) Perth, Australia
- Compete and perform at a high-level of basketball as a restricted import player
- Represent the brand of the basketball club on and off the court

Impressions Marketing and Events- Account Manager (October 2016-August 2018) Lexington, Kentucky
- Helping organizations build their brand by using integrated marketing strategies and effectively executed events
- Amplifying brands for businesses and non-profits in the areas of: event marketing, digital marketing, graphic and web design, video production, public relations, radio and broadcast
- Manage select accounts by tailoring the work provided to their specific needs and organizational goals. Serve as the communication liaison between the clients, suppliers, and distributors

98five Sunshine FM- Public Relations Manager (October 2016- October 2017) Perth, Australia
- Promote the activities and content of the federally-licensed, community-operated radio station and its various sub-units to the wider community
- Responsibilities include, but not limited to: press releases, media contact, developing and maintaining key stakeholder relationships, events involvement and organization, promotional media and networking opportunities
- Develop and administer proposals for on and off air promotions to increase profile and market-share / audience goals

98five Sonshine FM- Operations Manager (March 2016- October 2016) Perth, Australia
- Coordinate and administer a range of operational and administrative activities in direct support of the delivery of 24-hour radio programming by the station
- Participate in the development and administration of strategic and operating plans, and evaluate programs for compliance with the overall mission of the station.
- Monitor, manage and improve the efficiency of support services such as IT, HR, Accounts, Sales and Finance

SteinGroup, LLC. – Business Research Associate (May-December 2015) Lexington, Kentucky
- Prepare market research on behalf of clients and provide consulting on marketing campaign strategies
- Assist staff and clients in the design, execution and evaluation of projects, including literature reviews, surveys, focus groups, data integration and analysis

EDUCATION
Georgetown College
- Bachelor of Science: Business Administration & Communication and Media Studies, Magna Cum Laude

Western Kentucky University
- Master's in Business Administration

CERTIFICATES:
- Kentucky Colonel - The Honorable Order of Kentucky Colonels issued February 2024
- NASBITE Certified Global Business Professional
- Diversity and Inclusion in the workplace by ESSEC Business School
- Export and Trade Counseling Intermediate Level presented by SBA and TPCC

Community Leadership & Board Positions:
- Kentucky District Export Council (2024-present)
- Kentucky Small Business Development Center (2023-present)
- YOU ARE Co. (2019-2022)
- Diversity & Inclusion Committee Member, Georgetown College (2020-2021)

JOB TITLE: PRESIDENT OF LENDING

EMPLOYEE NAME:	Brenda Weaver		
DIVISION:	Lending	LOCATION:	Lexington
SUPERVISOR:	Kevin R. Smith	PREPARED BY:	Kevin R. Smith
SALARY LEVEL:	Competitive	PREPARED DATE:	10/26/2016
APPROVED BY:	Kevin R. Smith	APPROVED DATE:	10/26/2016
FLSA STATUS:	Exempt	% OF FTE:	100%

SUMMARY: Manages and directs CV's Lending Company, supervises multiple staff at multiple locations and ensures compliance with all program goals, objectives, policies and procedures. Ensures that each appropriate staff member consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Technical Assistance and Training

Works through staff to ensure program goals are achieved.

Markets programs throughout CV service area.

Maintains sufficient contact with public, peers, etc. to ensure partnership goals are achieved.

Oversees interviews with clients to determine clients' personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Oversees analysis of data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Establishes, sets up and maintains training facilities when applicable.

Oversees the presentation of established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Oversees the scheduling of presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

Lending

Markets CV's business loan products and generates sufficient activity to meet established goals.

Ensures adherence to all Lending Company policies and procedures, both written and non-written.

Oversees the gathering of appropriate information pertaining to each assigned client's loan request such as sources of income, history and reliability of income, current debts, payment history, assets, etc.

Ensures that clients are assisted in filling out the loan or credit application including required proformas.

Advocates for client during loan review and approval process.

Ensures ongoing contact with client to provide technical assistance and ensure current status of loan.

Data Collection and Reporting

Ensures completion of all client-related documents and submission to the appropriate date collection personnel or file.

Oversees documentation in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to funders to ensure compliance with Corporation's contractual agreements.

SUPERVISORY RESPONSIBILITIES: Supervises all Lending Company personnel. Ensures compliance with personnel policies and procedures. Motivates, trains, and maintains staff efficiency.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Extensive experience as small business owner or manager; bachelor's degree (B.A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Community Ventures is an Equal Opportunity Employer.

PROFESSIONAL EXPERIENCE

COMMUNITY VENTURES, Lexington, KY **2016-Present**

VP of Business Development for eHome America – Began in January of 2016 with responsibility for outreach and business development for CV's online homebuyer education product, working with HFA prospects around the nation. In mid-2017, moved to also take over responsibilities of President of Community Ventures' Housing Company, where I oversee the Homeownership Center and residential development activities of the organization.

President, Lending Company - Assumed additional responsibilities of overseeing all of Community Ventures' lending activities, including residential, small business, and micro-lending. This includes the origination and servicing of these loans, as well as managing and developing relationships with funders and lending partners, federal and state agencies, and other investors.

KENTUCKY HOUSING CORPORATION, Frankfort, KY **2008 – 2016**

Assistant Deputy Executive Director, Housing Programs and Production – Provided leadership and guidance for the corporation's program areas, including Multifamily, Single-family/Homeownership, Housing Contract Administration, and Tenant Services. Included in those program areas are multiple HUD programs (HOME, ESG, HOPWA, CoC, HUD 811, Olmstead, and Chaffe); LIHTC; Tax-Exempt Bond; Fannie Mae; Ginnie Mae; Hardest Hit Fund; and Project-Based and Tenant-Based Rental Assistance. Additionally, I oversaw the energy programs, including Kentucky Home Performance for residential properties. Wrote formal policies and procedures for multiple program areas.

Formerly served in executive management positions as Chief Strategy Officer; Chief Program, Policy, and PR Officer; and Chief Program and Policy Officer. In those positions, I had executive management oversight for the following areas: Specialized Housing Resources, Tenant-Based Rental, Loan Servicing, Single-Family Homeownership, Communications, and Organizational Planning and Performance.

NFCDCU, New York, NY **2007 – 2008**

Director, CDCU Mortgage Center – Managed operations of the Mortgage Center, an LLC of the National Federation of Community Development Credit Unions. Conducted research and analysis around foreclosure issues and the housing crisis, and disseminated information through webinars, conference calls, and education forums for credit union members across the country. Provided training and technical assistance to member credit unions. Managed the Federation's partnership in the national Fair Mortgage Collaborative initiative and HUD's HOPE NOW Alliance. Additionally, I managed the Federation's new business as a HUD counseling intermediary, where I administered grants, monitored performance, and provided technical assistance to sub-grantees who were providing housing counseling.

FANNIE MAE, Lexington, KY **2000 – 2007**

Represented Fannie Mae in the local community, the state, the region, and on a national basis in the following capacities:

Lead Director, East Central Cluster - Provided leadership during a corporate re-organization and oversaw

activities in East Central group of Community Business Centers in the Central Region for Fannie Mae. Area included multiple offices in TN, OH, KY, and WV.

National Coordinator, Housing Finance Agency (HFA) Strategy Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit; worked with HFAs nationally to encourage participation in NCSHA affinity agreement (a special single-family loan product developed specifically for HFAs); developed individual strategies with HFAs; worked on individual product development, pricing issues, portfolio acquisitions, and other issues related to the overall HFA/Fannie Mae relationship.

National Coordinator, Public Housing Authority Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit, working with Public Housing Authorities to source community development business for the company.

Director - Kentucky Community Business Center – Managed Fannie Mae operations in Kentucky and oversaw development of affordable housing initiatives and investments of single-family, multi-family, and community development resources across Kentucky.

- Sourced affordable housing transactions by working with developers, non-profits, lenders, and municipalities to identify single-family, multi-family, and community development investment opportunities. These included LIHTC equity investments, short-term and long-term debt investments, and permanent financing.
- Relationship management – developed and managed relationships with housing partners across the Commonwealth, including lenders, non-profit and for-profit housing providers, advocacy groups, municipalities, and elected officials.

ACKINSON FINANCIAL SERVICES, INC., Lexington, KY **1995 - 2000**

President/CEO and Owner

Performed consulting services for banks, credit unions, mortgage companies, CDFI's, and non-profit agencies. Consulting services included training (both classroom and individual); strategic planning; program and product development; creation of strategic partnerships and alliances; compliance training and review; problem-solving; and developing policies and procedures. A full client list is attached.

- As consultant for the National Federation of Community Development Credit Unions, wrote and instructed a mortgage lending school for the NFCDCU member institutions. Courses provided participants an opportunity to learn about all aspects of mortgage lending with emphasis on providing affordable financing for lower-wealth clientele. The school was held each year at New Hampshire College.

Conducted financial education and housing counseling through a subsidiary known as "CredAbility," providing pre-purchase counseling for bank and non-profit referrals as all as financial planning for a wide variety of clients.

COMMUNITY BANK OF LEXINGTON, INC., Lexington, KY **1989 - 1995**

President and CEO

Executive Vice President/Director of Loan Operations

Responsible for all lending activities prior to being promoted to President/CEO. Led the organization through tremendous change, from the start-up as a de novo bank, to a successful financial institution, and through a complete re-organization as we merged with another bank.

As Director of Loan Operations, responsibilities included:

- Management: Oversaw asset/liability function, budget/profitability, advertising, strategic planning, investments, etc. Served on bank's Investment, Risk Management, Loan, and Strategic Planning Committees and was member of bank's Board of Directors.
- Secondary marketing: Consistently increased fee income for the bank through secondary market loan sales activities; established investors and maintained relationships with outside sources for loans. Managed production pipeline by setting prices daily, negotiating loan sale commitments;

supervised all reporting, accounting, and sales of loans to investors.

- Underwriter: Am an approved FHA and FHLMC underwriter, and underwrote all portfolio and secondary market real estate loans not originated personally.
- Servicing: Oversaw both portfolio loans and secondary market (Freddie Mac) loan servicing.
- Compliance and CRA Officer: Consistently achieved an "Outstanding" rating and served as bank's affordable housing and community investment representative.
- Personal loan production: Originated majority of bank's real estate loans.

VARIOUS MORTGAGE COMPANIES AND BANKS **1977-1989**

EDUCATION

- 3-year Graduate School of Banking, University of Wisconsin, Madison, Wisconsin
- Received "Certified Mortgage Banker" designation, Mortgage Bankers Association of America (currently designated as a Master CMB, indicating expertise in residential and commercial lending as well as mortgage policy)
- 3-year MBA School of Mortgage Banking, University of Florida and Northwestern
  - Mortgage Bankers Association of America
- BA in English & Education – University of Kentucky & Berea College

AWARDS AND PROFESSIONAL AFFILIATIONS

MORTGAGE BANKERS' ASSOCIATION OF THE BLUEGRASS
Mortgage Banker Hall of Fame Award for lifetime achievement
Named Lifetime Director
Served as President, Vice President, & Secretary-Treasurer
Named *LEXINGTON MORTGAGE BANKER OF THE YEAR*

MORTGAGE BANKERS' ASSOCIATION OF KENTUCKY
Named Lifetime Director
Served as President, Vice President, & Secretary-Treasurer
Named *KENTUCKY MORTGAGE BANKER OF THE YEAR*

MORTGAGE BANKERS' ASSOCIATION OF AMERICA
Served on Legislative, CMB, and State and Local Liaison Committees

COMMUNITY LEADERSHIP

One of the organizers of two financial institutions and one non-profit:
Community Bank (currently Community Trust)
LexLinc Community Development Federal Credit Union
REACH, Inc.

Previous board positions:

Community Bank
Appalachian Federal Credit Union Board
Chair, Finance Committee
LexLinc Community Development Federal Credit Union
Served two terms as REACH Board Chair
H.E.A.D., Inc. (non-profit venture capital fund)
American Red Cross
Central Christian Church Foundation for Affordable Housing
Central Christian Church's St. James Place
Realtor/Community Housing Foundation
Affordable Housing Alliance
Comprehensive Housing Affordability Strategy,
"Committee of the Whole" which drafted state housing strategy
Homeless and Housing Coalition
Mayor's Task Force on Homelessness
Lexington Forum
TEAM Lexington Task Force (strategic plan for LFUCG human resources)
NEW CENTURY LEXINGTON Task Force (creating private/public partnerships)
The Housing Foundation, Inc.
Central Christian Church
St. James Place
Named one of the "*TOP WOMEN IN BUSINESS*" for two years by *Lane Report*
Leadership Lexington Graduate
Lexington-Fayette County:
Industrial Revenue Bond Review Board
Community Development Corporation Board

WBC OF KENTUCKY

Event and Program Coordinator

The Women's Business Center (WBC) of Kentucky serves entrepreneurs and small business owners in every stage of business. We aim to provide best-in-class coaching, in-demand services, and relevant programs to foster the success of small businesses.

The Event and Program Coordinator will assist the project team by coordinating and executing various projects in support of the center's mission, including event planning and programmatic support activities.

Essential Duties

Client Relations:

- Practices radical hospitality to all guests through virtual and in- person interactions
- Develops a good understanding of all WBC of Kentucky, Community Ventures and U.S Small Business Administration policies and procedures.

Program and Administrative Support:

- Assists in answering phones and emails and assisting clients with questions and next steps
- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- Participates in the collection of client feedback on programs and collection of economic impact data for grant reporting purposes.
- Assist with meeting set up and take down to include safety protocols.
- Completes tasks for small business resource development.
- Ensure all client data is maintained and recorded in the organization's CRM.
- Takes on research as directed.

Event Planning:

- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- At the direction of the Executive Director, coordinate logistics for events, including venue selection, catering, audiovisual requirements, and on-site coordination.
- Assist in the development of promotional materials.

Qualifications

Education/Experience:

- High School graduate, college degree preferred.
- Extensive knowledge of Microsoft Office Suite, scheduling software and email are required.
- Experience with business communications, scheduling, and meeting & event planning.
- Previous experience working with a nonprofit organization is desirable.
- Previous experience with a Customer Relationship Management System is preferred.
- Event Planning 1-2 years (required)

Communication

- Ability to communicate well-listening, verbal, and written mediums.
- Ability to communicate with co-workers, clients, vendors, and others in a courteous and professional manner.
- Ability to deal with a diverse group of external callers and visitors as well as internal contacts.
- Commitment to keeping management informed of activities and any significant problems.

Skills

- Ability to work independently with accountability for accurate and complete results.
- Extremely organized and exceptionally detail-oriented.
- Works well both independently and in a team environment.
- Energetic in a fast-paced work environment.
- Able to analyze information and respond appropriately.
- Ability to multi-task in a pleasant manner and work well under pressure.

Attributes

- Motivated to improve processes, procedures, and the work environment.
- Professional appearance and manner.
- Desire and ability to learn.
- Well-organized and detail-oriented.
- Honest and trustworthy.
- Self-Starter.
- Strong work ethic, self-motivated, dependable, respectful, flexible, and positive.

The Event and Program Coordinator will embrace our mission, culture, and core values, and comply with all federal, state, and local legal and tax requirements.

Equal Employment Opportunity (EEO)

Kana L. Brown

Jeffersonville, IN 47130
812.213.7273
info@kanabrown.com

SUMMARY

Creative and results-oriented multi passionate professional with over 10 years of experience in community building, and business development. Expertise in building and nurturing relationships with businesses, creatives, and the community.

EXPERIENCE

Content Creation, Remote - *April 2021 - Present*

- Photography
- Video editing
- Blog Copy
- Negotiating brand deals
- Creating campaigns meeting timelines

Evansville Black Chamber of Commerce, Evansville, IN - *Vice President July 2020* - *March 2023*

- Creating Programming
- Creating community partnerships and events
- Mentoring small businesses
- Website creation
- Creating fundraising campaigns

Love IT! EVV, Evansville, IN - *Founder, CEO April 2014 - October 2018*

- Creating community partnerships and events
- Creating marketing campaigns
- Fundraising with local businesses
- Building brand awareness for independent businesses

Level Up Lou, Louisville, KY - *Community Manager March 2017 - June 2018*

- Pitching and securing brand partnerships
- Point person for communication between businesses and creatives for pop up classes
- Negotiating contracts for teachers
- Securing spaces for pop ups

The Beauty Room, Evansville, IN - *Founder, LE April 2012 - April 2023*

- Managing space for wellness + beauty businesses
- Creating community partnerships and events
- Mentoring small businesses
- Facilitating holistic skin care classes
- Building brand awareness for independent businesses

EDUCATION

University of Southern Indiana, Evansville, IN - Business Marketing and Communications
January 2009 - May 2011

SKILLS

- Business Development
- Brand Partnerships
- Community Building
- Creative Problem-Solving
- Team Building
- Project Management
- Strong Communication
- Content Creation

AWARDS

News 4U 20 Under 40, *2015*

Best of Issue Evansville Living*, 2018*

Junior League 20 Under 40, *2020*

Leadership Everyone, Program Award in Community + Neighborhood, *2021*

Goldman Sachs Black in Business, *2022*

JOB TITLE: Business Coach

EMPLOYEE NAME:	Yet to be Determined		
DIVISION:	Business Development	LOCATION:	Lexington
SUPERVISOR:	Devanny King		
SALARY LEVEL:	Competitive		
APPROVED BY:	Kevin R. Smith		
FLSA STATUS:	Exempt		
% OF FTE:	100%		

SUMMARY: Consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Technical Assistance and Training

Interviews client to determine client's personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Analyzes data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Assists clients with bookkeeping, marketing, business plan development and implementation, legal and insurance issues.

Utilizes and refers clients to other sources to obtain necessary services.

Establishes, sets up and maintains training facilities when applicable.

Presents established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Schedules and introduces presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

Data Collection and Reporting

Ensures completion of all client-related documents and submits them to the appropriate data collection personnel or file.

Documents in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to contract management personnel to ensure compliance with Corporation's contractual agreements.

SUPERVISORY RESPONSIBILITIES: None

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Extensive experience as small business owner or manager; bachelor's degree (B. A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER

GUIDE REALTY
"GUIDING YOU HOME"

May 30, 2024

Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

To whom it may concern:

Please consider this letter as both a professional reference and a strong endorsement of the work that is being done by the Women's Business Center of Kentucky and its Executive Director, Devanny King. WBC of Kentucky has been a major resource of both information and connection for myself and my company, Guide Realty.

The WBC of Kentucky currently offers programming such as Strong Women, Strong Coffee; Women in Business Expo; Empowering Excellence Panel; and 1:1 coaching. These services are invaluable to all business owners, but essential to women and minority-owned businesses who have historically had less access to these types of resources. Recent topics have included Business Finance, Growth and Expansion Planning, Health and Wellness and Marketing Strategies. Industry professionals have shared information and offered additional resources to current and aspiring entrepreneurs. All of these services have been offered at no charge to the participants.

While the number of women and minority-owned businesses is increasing, the financial gain of these businesses continues to lag behind. WBC of Kentucky's focus on this segment of entrepreneurs is essential to closing this financial gap and supporting the success of our local businesses. Any financial support for the WBC of Kentucky will further the commitment to our community's women and minority-owned businesses.

Please feel free to contact me for additional information or input.

Most sincerely,

Raquel E. Carter

Raquel E. Carter, Owner
Guide Realty, Inc.
(859) 421-8984

Friday, May 31, 2024

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

SUBJECT: Support Letter for the Women's Business Center of Kentucky

I am writing on behalf of the Kentucky APEX Accelerator (formerly KYPTAC), a federally funded grant hosted by Kentucky Science and Technology Corporation (KSTC), to express our support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington.

Through this funding, WBC aims to provide a business coach to support women and minority-owned businesses in Lexington through initiatives such as Strong Women Strong Coffee, Women in Business Expo, Empowering Excellence Panel, and 1:1 coaching. These efforts are crucial for fostering our region's diverse and robust business community.

The KY APEX Accelerator serves as the primary resource for government contracting assistance in Kentucky. Its goal is to enhance the state's economic engine by aiding companies in their endeavors to provide products and services to federal, state, and local governments. We offer resources through counseling and coaching to help businesses, particularly those facing socio-economic barriers, navigate the public marketplace.

We anticipate that we can assist WBC in one or more of the following ways:

- Identification and referral of qualified businesses.
- Assisting with readiness for government contracting and subcontracting.
- Supporting events such as small business certifications and industry days to provide small businesses with access to resources.
- Offering training on best practices to small businesses.

We look forward to collaborating with the Women's Business Center of Kentucky to employ sustainable best practices for supporting disadvantaged businesses in Lexington and beyond.

Sincerely,

Nancy Brown
Executive Director
The Kentucky APEX Accelerator

May 31, 2024

To whom it may concern,

As an entrepreneur, an advocate, and community development service provider, it is my pleasure to provide support for the addition of a business coach to support WBC activities in Lexington and across the Commonwealth. After assisting with and experiencing a WBC Expo in London this year, it is clear to me that this is a vital support service to our communities.

At the London event, which featured popular WBC sessions like a Strong Women, Strong Coffee hour and an Empowering Excellent Panel, women from across the region gathered to share, encourage, and provide wise counsel to other women in business. Some traveled more than an hour to attend! We received amazing feedback, including gratitude for a place to feel heard, to meet other women with similar goals and challenges, and connect to previously unknown financial and developmental resources. It would be our pleasure to host another session as soon as possible! Partnering with the WBC to provide this Expo made possible what we may lack in infrastructure and resources to provide regionally.

Without events like these (which require extensive coordination and time), these women fall prey to a common limiting belief – that entrepreneurship **must** be solo-preneurship. Business ventures that operate in a silo often fail because they do not receive the support they need. This proposal to add a business coach to support these initiatives is an exciting (and necessary) next step to expand capacity of the WBC to better meet these needs. Thank you for considering this opportunity and investment.

Jordyne Carmack

Jordyne Carmack, PhD

Executive Director, **Leadership Tri-County**

Co-Chair, **Women in Business Initiative – London-Laurel County Chamber of Commerce**

Owner, **AuthentiLead**

Ziva Voices

Dr. Kinga Mnich
Founder & Director
Ziva Voices - HerStory in the Making
hello@zivavoices
05/30/2024

Lexington-Fayette Urban County Government

To whom it may concern,

I am writing on behalf of Ziva Voices to express our enthusiastic support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington. The WBC's initiatives are vital for nurturing a diverse and dynamic business community in our region, and we believe that their efforts will significantly benefit women and minority-owned businesses in Lexington.

Through this funding, the WBC aims to provide a business coach to support local entrepreneurs via various programs such as Strong Women Strong Coffee, the Women in Business Expo, the Empowering Excellence Panel, and 1:1 coaching. These initiatives are designed to empower business owners, foster networking opportunities, and provide essential resources for growth and development.

Our collaboration with the WBC of Kentucky has demonstrated their commitment to these goals:

Empowering Excellence Panel:
In March 2024, in honor of Women's History Month and International Women's Day, Ziva Voices partnered with the WBC to implement an immigrant-owned and women-owned business panel at the Lexington Public Library, East Branch. This event featured welcoming remarks by Councilmember Jennifer Reynold and Isabel Taylor with Global Lex. The panel provided a valuable platform for entrepreneurs to connect with local business resource providers, fostering a supportive and collaborative community.

Women in Business Expo:
In November 2023, we attended the Women in Business Expo in Louisville, organized by the WBC. The event featured 12 local, state, and federal business resource providers in the exhibit hall, offering business owners access to crucial support and information. Additionally, the WBC hosted a pitch competition, which resulted in $7,500 in sponsorship funds for three women-owned businesses. This initiative not only provided financial support but also recognition and encouragement for these entrepreneurs.

We look forward to continuing our collaboration with the Women's Business Center of Kentucky to further support and empower women and minority-owned businesses in Lexington. Their work is instrumental in creating a thriving, inclusive business environment that benefits our entire community.



Ziva Voices

Thank you for considering their application for funding. We are confident that with your support, the WBC will continue to significantly impact the Lexington business community.

Sincerely,

Dr. Kinga Mnich
Founder & Director
Ziva Voices - HerStory in the Making

ANNUAL REPORT

20

A YEAR OF GROWTH & PROSPERITY

23

Women's Business Center
OF KENTUCKY

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WBC OF KENTUCKY

Building a Legacy, Embracing the Future

Welcome to our Annual Report, a showcase of our achievements, progress, and commitment to excellence throughout the year.

Leading with Vision, Inspiring Success

Dear Valued Partners and Stakeholders,

I am delighted to present the Annual Report for the Women's Business Center of Kentucky for the year 2023. This report encapsulates the remarkable journey and achievements of our center as we continue to empower and uplift women entrepreneurs throughout the Commonwealth. None of this would be possible without the steadfast support of our community, sponsors, and dedicated team.

It has been a year of celebrating the legacy of Phyllis Alcorn who retired in March after 6 years spent as the Director of the WBC of Kentucky. In her retirement announcement, Phyllis shared, "the most important thing is the client. Our goal is to make sure that the client is equipped with all the tools, knowledge and information that they need to succeed in business."

I had the opportunity to become the Director in April of this past year. As the Director of the WBC of Kentucky, I extend my heartfelt gratitude to each of you for your unwavering support throughout our time of transitions in 2023. Your commitment to our mission has been the driving force behind our success, and we are immensely grateful for your contributions as champions for the WBC of Kentucky.

As we reflect on the accomplishments of the Women's Business Center of Kentucky throughout 2023, it brings me immense pride to share our journey of empowerment, growth, and community impact. Together, we are fostering a dynamic ecosystem that celebrates and supports women-owned businesses.

Our programs, from personalized 1:1 advising to educational training sessions and impactful events, have continued to be catalysts for success. The stories of triumph and perseverance we've witnessed this year are a testament to the strength and determination of the women entrepreneurs we serve.

The partnerships we've cultivated have played a pivotal role in our success. I want to express my sincere appreciation to every sponsor, collaborator, and supporter who has played a crucial role in furthering our mission. Your belief in our vision has propelled us forward, allowing us to make a meaningful difference in the lives of women business owners and their local economies.

In the coming year, we aspire to build on this momentum. Our commitment to fostering growth, providing strategic guidance, and creating opportunities for connection remains steadfast. We look forward to expanding our impact, reaching new milestones, and continuing to be a beacon of support for women entrepreneurs in Kentucky.

As we turn the page to 2024, I invite you to join us in this exciting chapter of growth and empowerment. Together, we will continue to shape a future where women entrepreneurs thrive and lead.

Sincerely,

Devanny King

Devanny King Executive Director

Celebrating Breakthroughs, Inspiring Progress

↑ **330**
Unique Clients Served

↑ **64%**
Above goal of 220

↑ **54**
Business starts

↑ **54%**
Above goal of 35

↑ **52**
Entrepreneurs accessing capital

↑ **108%**
Above goal of 25

4.97 ★
Event Rating
Women in Business Expo
Average out of 5 stars

↑ **12**
Strong Women Strong Coffee events

↑ **3**
Women In Business Expos

Celebrating Breakthroughs, Inspiring Progress

Key Achievements

The actions that influenced the results for each measured category were our consistent efforts in providing virtual services, both 1:1 counseling and our business builder workshop. Unique outreach strategies in various regions of Kentucky also led to increased WBC services rendered.
For the first time since the Pandemic, we resumed our in-person 4th Friday coffee roundtable meeting in Louisville – the first since March 2020. We averaged around 15 entrepreneurs at each event.

In addition, we hosted Women's expos in cities that had never historically been an event location. These expos were purposely held in Western Kentucky (Bowling Green and Owensboro) along with established community partners to expand our brand awareness as a trusted technical service provider.

We decided to bring back the WBC Expo to Louisville and adapt to regional needs that included a women-only pitch competition with a total of $7,500 in cash prizes, an exhibit hall with local resource providers, empoering excellence panel, and an evening event to offset childcare limitations that were formally in place for events taking place during the day.

New this year was our participation in a Galentine's Day event in Louisville, where the WBC was a sponsor. The focus of this event was women business owners selling women related items and goods to women. Woman Owned Wallet was the host. We spoke at a young women's leadership conference, offering tools and advice for starting and growing a business.

The WBC partnered with Truist Bank to host Women's expos in Bowling Green and Owensboro assisting over 60 women in Western Kentucky. To assist women business owners impacted by the natural disasters that hit our state, we made ourselves available and offered our services to aid those affected, including in-person events in Fulton and Mayfield, Kentucky.

WBC Director, Devanny King was the featured keynote speaker for the Small Business Awards that had taken place in Ashland, KY sharing with the Northeast region of the state the services and programs that the WBC offers. She was also the featured keynote speaker for the Campbellsville's Women in Business Luncheon.

Uniting Talents, Fueling Innovation







Uniting Talents, Fueling Innovation

Partnerships + Collaboration

WBC of Kentucky continued healthy partnerships with SBA, Community Ventures, SCORE, SBDC, Veterans Business Outreach, PNC Bank and Export Assistance Centers to market its resources.

Additionally, we've created strategic alliances and partnership opportunities with professional networks such as the Mountain Association (Appalachia), Women Leading Kentucky, Woman Owned Wallet, Network of Entrepreneurial Women (NEW), NAWBO, KY APEX Accelerator, Ohio WBC, KY Cabinet for Innovation and Entrepreneurship, Tri-State Minority Business Supplier Council, WBCORV, Louisville Metro Government, Kentucky DEC, Lexington/Fayette Urban County Government, Truist Bank, Louisville Public Library, and others.

These organizations continue to market the WBC by providing clients with information about our resources and making referrals.





Uniting Talents, Fueling Innovation

Community Outreach

Women In Business Expo

The WBC of Kentucky orchestrated a dynamic event in Bowling Green on June 21st, featuring workshops on starting a business, social media marketing, and small business finance for 30 attendees. Sponsored by Truist, First Bank, South Central Bank, and CREATE WKU Innovation Campus, the event showcased vendors representing woman-owned, minority-owned, and family-owned businesses. The excitement carried on into the next day in Owensboro for another Women in Business Expo, where 30 attendees engaged in enriching workshops sponsored by Truist Bank, The Party Space Place, and South Central Bank, with vendors highlighting diverse businesses.

A pivotal event in Louisville on November 9, 2023, drew 80 attendees, featuring a panel of prominent women-owned and minority-owned businesses, an exhibit hall with 14+ local resource providers, and the excitement of awarding $7,500 to the top three pitch finalists. Sponsored by Truist Bank, KY Cabinet of Economic Development, Erigo Inc., SCORE, Ten20 Brewery, and W.O.W Factor Collective, the event showcased vendors and solidified meaningful partnerships, particularly with Community Ventures.

Empowering Excellence Panel

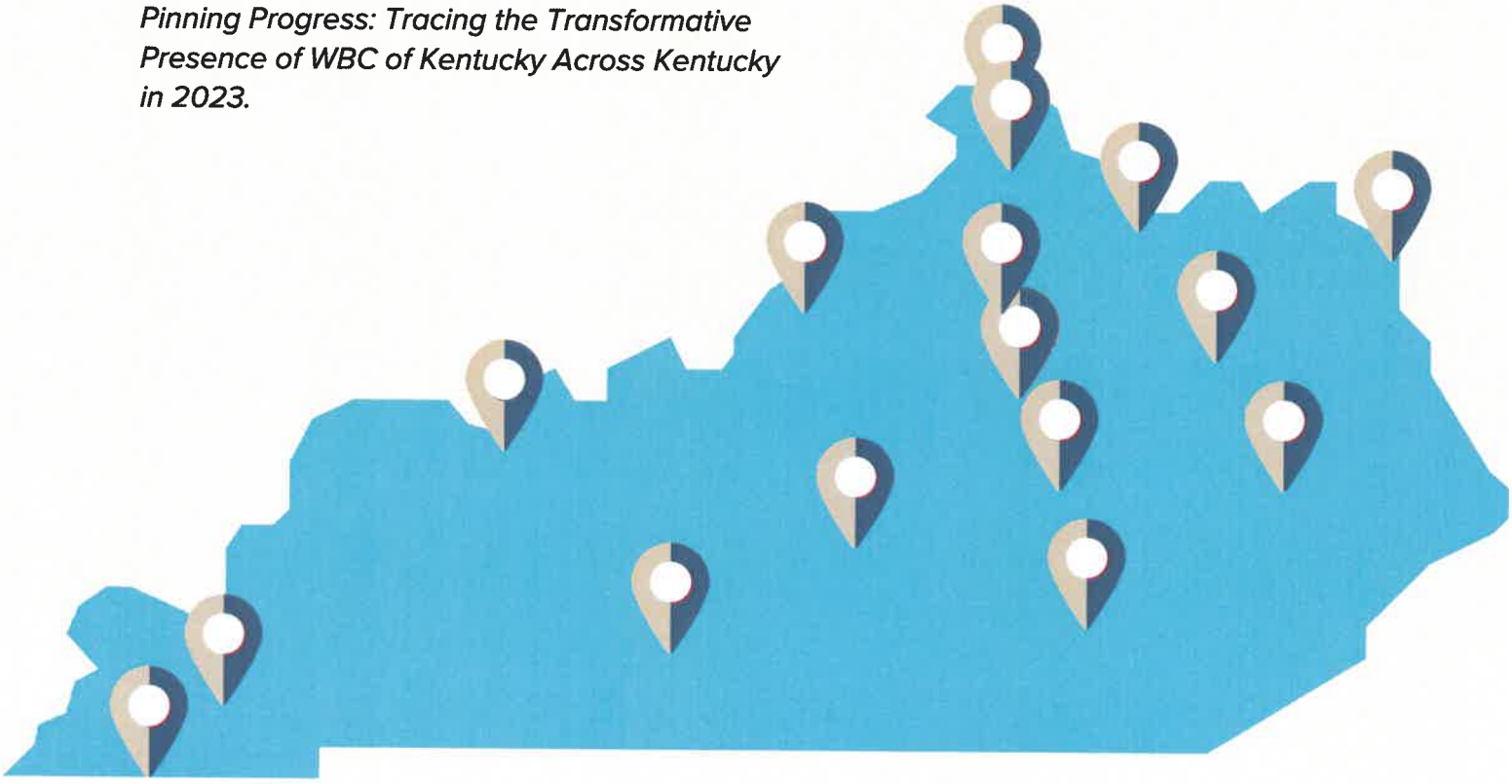
We created an event to feature a distinguished panel of trailblazing women entrepreneurs who share their journeys, challenges, and triumphs in the business world. Attendees gain valuable insights into building and sustaining successful enterprises, navigating industry landscapes, and championing equitable entrepreneurship. We launched in Georgetown followed by Louisville with the intention to host this series across Kentucky in years to come.

Strong Women Strong Coffee

The WBC of Kentucky reinstated our Strong Women Strong Coffee signature event in Louisville after being on pause since March of 2020. This event is designed to bring together local businesses in across Kentucky, fostering a strong and supportive community. Featured topics included: becoming a certified WBE/MBE in Louisville, website branding, ways to finance your start-up, break-even analysis, SEO/Google My business training, strategic networking, professional branding, and many more.

Uniting Talents, Fueling Innovation

Pinning Progress: Tracing the Transformative Presence of WBC of Kentucky Across Kentucky in 2023.



Solid Growth, Sustainable Prosperity



Solid Growth, Sustainable Prosperity

Operational Improvements

GrowthWheel

The WBC of Kentucky effectively integrated GrowthWheel into our program, leveraging its versatile framework to provide women entrepreneurs with a comprehensive and customized approach to business development. By utilizing GrowthWheel's 100+ templates/frameworks, WBC of Kentucky empowers entrepreneurs to navigate strategic decisions, set actionable goals, and achieve sustained growth in their businesses. The software also serves as our CRM platform and will release a new LMS in 2024 for online training.

New WBC of Kentucky Logo

Our new logo was revealed at our Women in Business Expo event by Shirie Hawkins (President of Everything Equity at Community Ventures), Sharron Johnson (SBA, first WBC of Kentucky Director), and Corinne Goble (CEO of the Association of WBCs). The new logo embodies the essence of growth, elevation, resilience, and durability, symbolizing our commitment to nurturing businesses and fostering their enduring success.

Revamped Website

In addition, the choice was made to revamp the WBC of Kentucky website, featuring seamless navigation and a wealth of valuable resources meticulously curated for a more enhanced experience of the WBC of Kentucky. The website should be live to start 2024.

WBC Center of Excellence Recoginition

We are honored to be recognized for graduating in the inaugural cohort with the National WBC of Excellence program offered by the Association of Women's Business Centers (AWBC) and sponsored by Dutch Bros. The primary objective of the National Women's Business Center of Excellence designation is to recognize organizations that demonstrate commitment and efficacy of the mission, vision, and values of their Women's Business Center thereby achieving the greatest outcomes for women-owned businesses.

Verizon Wireless Small Business Digital Ready

In partnership with WBC of Kentucky, Verizon Wireless brings online curriculum across the Commonwealth. The Verizon Small Business Digital Ready online curriculum is designed to give small businesses the tools they need to thrive in today's digital economy, including access to personalized learning plans, coaching from experts and networking opportunities with diverse, industry-specific businesses as well as incentives for business expansion.

Solid Growth, Sustainable Prosperity

Financial Overview

First and foremost, we extend our deepest gratitude to our sponsors, donors, and grantors who have played a crucial role in sustaining and advancing our mission. The WBC is funded by part by a cooperative agreement with the U.S Small Business Administration and administered by Community Ventures. The financial support from all our stakeholders dramatically plays a critical role in our entrepreneurial economies across Kentucky.

For historical context, the WBC Program has not been re-authorized for over 20 years, since it was originally authorized in 1988; this provides financial challenges for most WBCs across the country as our budget constraints limit our abilities to excel in the modern economy. While modernization is needed and necessary, it is imperative that the WBC of Kentucky seeks current opportunities for financial support to meet the increasing demand of assisting aspiring female entrepreneurs and women-owned businesses.

As valued stewards of the WBC of Kentucky, we invite and encourage each of you to actively seek and champion financial opportunities that will contribute to the growth and sustainability of our vital organization. Your expertise, influence, and commitment are integral in securing the resources needed to empower women entrepreneurs, drive economic impact, and foster innovation in our community.

By actively engaging with potential donors, sponsors, and funding partners, you play a pivotal role in expanding our financial foundation, ensuring the continued success of the programs and initiatives that make a meaningful difference in the lives of women business owners. Your dedication to seeking and securing financial support will amplify our impact, enabling us to reach new heights of service and excellence.

Empowering Clients, Driving Results



Empowering Clients, Driving Results



"Working with the WBC of Kentucky has been an incredible experience. Having a coach in your corner to bounce ideas off of, provide you with resources and be a cheerleader for your brand is a game changer. My business would not be where it is today without the WBC. I encourage any woman, no matter the stage of her business, to engage with the WBC."

Julia Hayman
Banquet & Feast



"The Women's Business Center of Kentucky is very resourceful and wants to give you information and they opened a lot of doors of opportunity for me."

Melanie Day

You've Got Curls & Hair Loss Center



Envisioning Tomorrow, Embracing Opportunities

Gain insights into our strategic direction, growth prospects, and upcoming initiatives as we look towards an exciting future.

Envisioning Tomorrow

Embracing Opportunities

Looking Ahead

As we reflect on 2023, we look forward with optimism and determination. Our commitment to fostering an inclusive and thriving ecosystem for women-owned businesses remains unwavering. In the coming year, we plan to expand our reach across regions of Kentucky, while maintaining our foundation in Lexington and Louisville.

We plan to train and advise at least of 250 unique clients (start-ups and established businesses); of those, at least 45 will start a new small business and at least 28 will obtain needed capital from public or private sources (including lines of credit, grants, loans, and/or fully amortizing debt).

The WBC of Kentucky is excited to partner again with Truist Bank and host 3 Women in Business Expos: London (March 2024), Morehead (October 2024), and Louisville (November 2024 for the 2nd annual pitch competition). Lexington as a possible 4th location, yet to be determined.

Our Strong Women Strong Coffee event will be hosted monthly in Lexington, Louisville, Owensboro and quarterly in Morehead with planning in the works for similar events in Campbellsville, Bowling Green, and Paducah. With this staple event, we are seeking sponsorship opportunities to strengthen and grow this developmental series.



Gratitude, Collaboration, and Continued Success



Gratitude, Collaboration, & Continued Success

Thank You

To our advisory board, sponsors, partners, team members, and the entire community, thank you for your unwavering support.

Together, we are building a future where women entrepreneurs in Kentucky can flourish and achieve their dreams.

We appreciate your ongoing commitment to the Women's Business Center of Kentucky and look forward to collectively advancing our mission across the Commonwealth.

Sincerely,

Devanny King

Devanny King
Executive Director, Women's Business Center of Kentucky

WBC OF KENTUCKY

Women's Business Center
OF KENTUCKY

www.wbckentucky.org

859-231-0054

devanny.king@cvky.org

@wbckentucky

1450 Broadway Lexington, KY

community ventures
Your Dream. Our Mission.

POWERED BY SBA U.S. Small Business Administration

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMUNITY VENTURES CORPORATION, PURSUANT TO RFP #35-2024, TO ASSIST WITH SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING, ENTREPRENEURIAL DEVELOPMENT/START-UP ASSISTANCE, MINORITY OWNED BUSINESS DEVELOPMENT, AND WOMEN OWNED BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF $63,220.17.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development.

Section 2 – That an amount, not to exceed the sum of $63,220.17, be and hereby is approved for payment to Community Ventures Corporation., from account #1101-900204-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0887-24:TAH:4872-5178-1857, v. 1

RESOLUTION NO. 464 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH COMMUNITY VENTURES CORPORATION, PURSUANT TO RFP #35-2024, TO ASSIST WITH SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING, ENTREPRENEURIAL DEVELOPMENT/START-UP ASSISTANCE, MINORITY OWNED BUSINESS DEVELOPMENT, AND WOMEN OWNED BUSINESS DEVELOPMENT, AT A COST NOT TO EXCEED THE SUM OF $63,220.17.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Community Ventures Corporation, pursuant to RFP #35-2024, to assist with small business owner connections and networking, entrepreneurial development/start-up assistance, minority owned business development, and women owned business development.

Section 2 – That an amount, not to exceed the sum of $63,220.17, be and hereby is approved for payment to Community Ventures Corporation., from account #1101-900204-71101, pursuant to the terms of the agreement and contingent upon approval of a pending budget amendment.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: September 12, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0887-24:TAH:4872-5178-1857, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 21st day of August 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of the Chief Development Officer ("CDO") and **COMMUNITY VENTURES CORPORATION**, a Kentucky corporation, ("Organization") with offices located at 1450 North Broadway, Lexington, Kentucky 40505, with an effective date of July 1, 2024.

WITNESSETH

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Organization agree as follows:

1. This Agreement shall include 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" – Quarterly Questionnaire

C. Exhibit "C" – Annual Questionnaire

A. Exhibit "D" – RFP #35-2024

B. Exhibit "E" – Organization's Response to RFP #35-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "D", "B", "C", and "E" in that order.

2. For the purposes of this Agreement, "Quarterly Report" shall mean the Quarterly Questionnaire attached hereto as Exhibit B (or a similar form created and provided to Organization by the Government). "Year-End Report" shall mean the Annual Questionnaire attached hereto as Exhibit C (or a similar form created and provided to Organization by the Government).

3. Government hereby retains Organization for the period beginning on July 1, 2024, and continuing for a period of twelve (12) months from that date unless within that period: 1) Government gives the Organization thirty (30) days written notice of termination of this Agreement in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Organization or 2) Organization gives the Government ninety (90) days written notice of termination of this Agreement in which case this Agreement shall terminate ninety (90) days from the date notice is given to Government. This Agreement may be renewed for up to two (2) additional terms of one (1) year each, subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). The renewal amount for each additional term shall not exceed the amount provided in the initial term and shall be subject to and contingent upon future approval by the Urban County Council.

4. Government shall pay Organization a total amount not to exceed Sixty-Three Thousand and Two Hundred and Twenty Dollars and 17/100 Cents ($63,220.17) ("Funds") for the performance of the services required by this Agreement, said services being more particularly described in Exhibit A attached hereto and incorporated herein by reference. Payments shall be made quarterly for expenditures the Organization actually incurred, only after receipt of the Quarterly Report, detailed accounting statement, and quarterly invoices, accompanied by data and receipts supporting the reimbursement request to the satisfaction of Government. No quarterly payment shall exceed one-fourth ($1/4^{th}$) of the Funds. 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 the Government. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Government shall have thirty (30) days from the date of approval of an invoice to pay the invoiced amount. Government reserves the right to refuse payment if it is determined by Government that the services performed or materials provided for the services are inadequate or defective.

b. Any funds remaining after submission of the final quarterly report, accounting statement, and invoice shall lapse.

5. In the event of termination of this Agreement as provided for in Paragraph 3 above, Organization shall be entitled to that portion of total compensation due under this Agreement, as the service rendered bears to the total service required hereunder.

6. Organization will support the economic development agenda and efforts of the Lexington-Fayette Urban County Government/Lexington Economic Partnership and shall perform all duties and services specified in Exhibit A faithfully and satisfactorily at the time, place, and for the duration prescribed herein. Organization shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on Organization's violation of any such laws, ordinances or regulations. This indemnification provision shall survive the termination of this Agreement.

7. 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).

8. Organization shall indemnify, defend and hold harmless Government, 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 the Organization; and (b) not caused solely by willful misconduct of the Government. The Parties understand and agree that the Organization's obligation to defend the Government 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 Government, which approval shall not be unreasonably withheld. The Parties also understand and agree that the Organization'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 Organization and Government, and damage to, or destruction of, any property, including the property of Government. This provision shall in no way be

limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement. Organization understands that Government is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that the Government is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. Organization represents that it has filed any federal, state or local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization's most recent or current tax year are provided by the Organization to the CDO, and the Organization shall not be compensated unless and until such requirement has occurred.

10. By no later than the tenth (10th) of the month following the end of each quarter (e.g.: Thursday, October 10, 2024; Friday, January 10, 2025; Thursday, April 10, 2025; and Thursday, July 10, 2025), the Organization shall submit electronically, a detailed accounting statement, a quarterly invoice, accompanied by receipts supporting the reimbursement request, and a Quarterly Report to the CDO, on such forms as the CDO shall provide. Organization shall attend Lexington Economic Development Investment Board meetings, and any special meetings, at the call of the Chair to answer any questions regarding the Quarterly Report. No later than March 31, 2025, Organization shall provide a Year-End Report electronically to the CDO. Failure to electronically submit the reports, accounting statements, and invoices, with supporting documentation, described herein by the required

dates shall result in the payment to Organization being withheld until all reports, accounting statements, invoices, and supporting documentation referenced by this Agreement are submitted to and approved by the CDO. In addition, Organization shall be required to present a progress report as to its activities annually, or as additionally required, before the Lexington-Fayette Urban County Council's Budget, Finance & Economic Development Committee, Lexington Economic Development Investment Board, or as otherwise instructed by the Government. Failure to make the requested presentation shall require funding to be withheld until this requirement is fulfilled. Final payment is conditioned upon receipt and approval of the Year-End Report, the final Quarterly Report, final quarterly accounting statement, and final quarterly invoice with supporting documentation.

11. Organization agrees to participate in quarterly meetings of the Lexington Economic Partnership members. These meetings are to update other partners on efforts related to funding from Lexington-Fayette Urban County Government.

12. At no time shall the Organization require membership in the organization from any company, organization, or individual for services paid for, in whole or in part, with the assistance of funding from LFUCG.

13. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement.

Government shall have free and complete access to the books, papers and affairs of the Organization relating to the LFUCG funds provided hereunder at all reasonable times, and if it desires, it may have said books and papers of the Organization audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

14. Government may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by the Organization. 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 Organization, or to constitute Organization an agent of the Government.

15. 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.

16. Organization shall adopt 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 submitted to the CDO for review within thirty (30) days of the execution of this Agreement.

17. The 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 the CDO within 10 days of completion.

18. 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.

19. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

20. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

21. Organization agrees that it shall apply all funds received pursuant to this Agreement from the Urban County Government in accordance with the following investment policy guidelines:

A. Objectives-- Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall conform with state and local law and regulations and these Policies.

B. Investment Funds Management-- The governing board may elect to either:

(1) Manage its investments through its executive director where 2the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) Utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies-- Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

(2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.

(3) All investments shall be reviewed monthly by a finance or investment committee of the agency.

(4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.

D. Audit-- All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

22. This instrument contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

23. 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. 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.

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

For Organization:
Community Ventures Corporation
1450 North Broadway
Lexington, Kentucky 40505
Att: Brian Hutchinson, Chief Development Officer
(or as otherwise designated in writing by Organization)

For Government:
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Att: Kevin Atkins, Chief Development Officer

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST: Mackenzie Stock
~~Abigail Allan~~, Clerk of the Urban County Council
Mackenzie Stock
Deputy

COMMUNITY VENTURES CORPORATION

BY: John P. Watz
JOHN WATZ, CHAIR

ATTEST: Susan E Walker
WITNESS: Susan E Walker
DATE: 09/03/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

SCOPE OF WORK – SMALL BUSINESS OWNER CONNECTION AND NETWORKING/ ENTREPRENEURIAL DEVELOPMENT AND START-UP ASSISTANCE/MINORITY OWNED BUSINESS DEVELOPMENT/WOMEN OWNED BUISNESS DEVELOPMENT

Local Contribution:
Community Ventures Corporation will use these funds from Lexington-Fayette Urban County Government to perform the services as described in Exhibits D (LFUCG RFP #35-2024) and E (Community Ventures Corporation response to LFUCG RFP #35-2024) of this Agreement, which include, but are not limited to:

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

- Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.
- Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

- Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
- Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.

- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

MINORITY OWNED BUSINESS DEVELOPMENT

- Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a minority owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
- Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

WOMEN OWNED BUSINESS DEVELOPMENT

- Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
- Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
- Assist with educational assistance/programs related to starting and operating a women owned business.
- Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
- Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
- An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

EXHIBIT "B"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES QUARTERLY QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

Number of small business owner collaboration events held this quarter for Lexington businesses:
Total attendance of all small business owner collaboration events held this quarter for Lexington businesses:
Average attendance of all small business owner collaboration events held this quarter for Lexington businesses:

ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE

Number of Lexington entrepreneurs and business owners assisted during the quarter:
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the quarter:
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the quarter:
Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:
Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the quarter:

Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:

MINORITY BUSINESS DEVELOPMENT

Number of Lexington minority owned businesses assisted during the quarter:
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the quarter:
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the quarter:
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the quarter:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

WOMEN OWNED BUSINESS DEVELOPMENT

Number of Lexington women business owners assisted during the quarter:
Number of Lexington women business owners assisted with identification of financing options or investment capital during the quarter:
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the quarter:
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the quarter:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations:
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the quarter:

One-on-One Lexington business counseling sessions during the quarter (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal $500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

EXHIBIT "C"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES ANNUAL QUESTIONAIRE

List of staff actively working on the Lexington-Fayette Urban County Government:
Name Race Sex Years With Employer Years of Experience in Economic Development

Organization Board of Directors:
Number of Board Members:
Breakdown by Race (Number and Percentage)
Breakdown by Sex (Number and Percentage)
Breakdown by Ethnicity (Number and Percentage)
Average Years of Board Service for Members

SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING
(July 1, 2024 – June 30, 2025)

Number of small business owner collaboration events held during the year for Lexington businesses:
Total attendance of all small business owner collaboration events held during the year for Lexington businesses:
Average attendance of all small business owner collaboration events held during the year for Lexington businesses:

ENTREPRENEURIAL DEVELOPMENT & STARTUP ASSISTANCE
(July 1, 2024 – June 30, 2025)

Number of Lexington entrepreneurs and business owners assisted during the year:
Number of Lexington entrepreneurs and business owners assisted with identification of financing options or investment capital during the year:
Number of Lexington entrepreneurs and business owners connected with the Small Business Administration (SBA) during the year:
Number of entrepreneurial training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:

Number of workshops and seminars hosted related to business planning, marketing strategies or financial management during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:

MINORITY BUSINESS DEVELOPMENT
(July 1, 2024 – June 30, 2025)

Number of Lexington minority owned businesses assisted during the year:
Number of Lexington minority owned businesses assisted with identification of financing options or investment capital during the year:
Number of minority owned business events hosted to provide connections to other businesses in the community to provide Lexington minority owned businesses the opportunity for growth during the year:
Number of educational assistance training programs related to starting, running and operating a minority owned business held for Lexington minority business owners during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:
Number of new minority owned businesses introduced to the LFUCG Minority Business Enterprise Liaison during the year:

WOMEN OWNED BUSINESS DEVELOPMENT
(July 1, 2024 – June 30, 2025)

Number of Lexington women business owners assisted during the year:
Number of Lexington women business owners assisted with identification of financing options or investment capital during the year:
Number of Lexington women business owner events hosted to provide connection to other businesses in the community and provide women owned businesses the opportunity for growth during the year:
Number of educational assistance training programs related to starting, running and operating a business held for Lexington entrepreneurs and business owners during the year:
Number of programs to provide connections to other businesses in the community to provide Lexington small businesses the opportunity for growth in operations during the year:
Number of women business owners introduced to the LFUCG Minority Business Enterprise Liaison during the year:

YEARLY EVENT REPORT
(July 1, 2024 – June 30, 2025)

One-on-One Lexington business counseling sessions during the year (Goal 45 per month):

Number of Lexington clients who received assistance in business counseling sessions during the quarter (Goal 175 owners/aspiring owners):

Funding secured by Lexington clients during the quarter (Goal $500,000 annually)

New Lexington businesses started by clients during the quarter (Goal of 25 annually):

Monthly Business Builder Workshops for Lexington businesses held during the quarter (Goal 12 annually)

Women Strong Coffee events held during the quarter:

Average Lexington monthly attendance (Goal 30):

Total Lexington annual attendance (Goal 360):

Women in Business Expo Lexington attendance (Goal 150):

Empowering Excellence Panel Lexington attendance (Goal 45):

EXHIBIT "D"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

RFP #35-2024

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2024 Economic Development Partnership Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **May 31, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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.

Kentucky Equal Employment Opportunity Act

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 provision of the nondiscrimination 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 timetables.

(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 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 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 workforce 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.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

AMERICAN RESCUE PLAN ACT

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 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 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.

Brian A. Hutchins

Signature

05-31-24

Date

SELECTION CRITERIA:

Selection Criteria.

1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
2. Approach to fulfill the requested scope of work – 25%.
3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, Brian Hutchinson, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian Hutchinson and he/she is the individual submitting the proposal or is the authorized representative of Community Ventures Corporation, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal 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. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer 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. Proposer 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 Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer 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 Kentucky

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Germaine Stratton Eld on this the 31 day of May 2024

My Commission expires: Feb 27, 2027

Germaine Stratton Eld
NOTARY PUBLIC, STATE AT LARGE

GERMAINE STRATTON ELD
Notary Public - State at Large
Kentucky
My Commission Expires Feb. 27, 2027
Notary ID KYNP67774

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 handicap.

- 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, Vietnam veterans, handicapped and aged persons.

Brian A. Hutchins
Signature

Community Ventures Corporation
Name of Business

Exceptions to this policy may be granted by the Corporation's Board of Directors at the request of the President/CEO.

Driver's License

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license. You will be asked to submit a copy of your driver's license to CV. Any changes in the status of your license must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Equal Employment Opportunity

This institution is an equal opportunity provider and employer. This is reflected in all CV practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff, and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

If you wish to file a Civil rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at *http://www.ascr.usda.gov/complaint filing cust.html,* or at any USDA office, or call (866) 632-9992 to request the form.

Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Former Employees

Depending on the circumstances, CV may consider a former employee for re-employment. Such applicants are subject to CV's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with CV and must have provided the required advance notice of their intention to terminate their employment with CV.

Regardless of the length of your previous employment and length of time since you terminated your employment with CV, your benefits shall accrue as if you

Fair Housing and Equal Opportunity Policy

Community Ventures Corporation will proactively abide by the provisions of the Civil Rights Act of 1964, the Civil Rights Act of 1968 (Fair Housing Law), as amended, and the following additional laws and/or executive orders:

- Housing and Urban Development Act of 1968, Section 3, as amended.
- Rehabilitation Act of 1973, Section 504.
- Housing and Community Development Act of 1974, Section 109, as amended.
- Age Discrimination Act of 1975, as amended.
- Executive Order 11063: Equal Opportunity in Housing.
- Executive Order 11246: Equal Employment Opportunity.

CVC is committed to maximizing choice within its service area's total housing supply; lessening racial, ethnic and economic concentrations of housing; facilitating desegregation and racially inclusive patterns of occupancy and use of public facilities; and administering federal funding in a manner to affirmatively further fair housing. To ensure that staff is fully aware of CVC's commitment to the above, each law and/or executive order is explained in greater detail below.

I. Title VI of the Civil Rights Act of 1964

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of race, color or national origin under any program or activity receiving federal financial assistance.

CVC has and will continue to take a proactive approach to fully implement procedures to eliminate discrimination on the basis of race, color or national origin. In accordance with KRS 344.015, CVC has adopted the following Title VI implementation plan:

CVC will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Housing Corporation (KHC), Lexington-Fayette Urban County Government, and any requirements or directives issued pursuant to that Act, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which CVC received federal financial assistance.

II. Title VIII of the Civil Rights Act of 1968, as amended

Prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status or handicapped status. This law also requires HUD to administer its programs in a manner that affirmatively promotes fair housing.

III. Section 3 of the Housing and Urban Development Act of 1968, as amended

Provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects shall be given to lower income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to: businesses located in the project area or businesses owned, in substantial part, by residents of the project area. (Note: The Housing and Community Development Act of 1980 defined "project area" as the unit of local government or the metropolitan area or the nonmetropolitan county in which the project is located.)

CVC will provide training and employment opportunities for low-income project area residents and when possible will award HOME contracts to businesses located or substantially owned by persons in the project area. To accomplish this, CVC will advertise annually for contractors and/or subcontractors in local newspapers within its service area, and will likewise make reasonable effort to purchase goods and services from local businesses. CVC will maintain records of these efforts in project and/or individual unit files, or purchasing files.

Whenever HUD assistance generates opportunities for employment or contracting, recipients of HUD housing assistance funds must, to the greatest extent feasible, provide these opportunities to low- and very low-income persons and to businesses owned by or employing low- and very low-income persons.

The Section 3 requirements apply to job training, employment, contracting and subcontracting and other economic opportunities arising from assistance provided for construction, reconstruction, conversion or rehabilitation (including lead-based paint hazard reduction and abatement) of housing, other buildings or improvements assisted by housing or community development funds.

Recipients of HOME assistance have minimum project costs limits under which Section 3 requirements do not apply. Section 3 only applies to:

Projects for which HUD's share of project costs exceeds $200,000;

Contracts and subcontracts awarded on projects for which HUD's share or project cost exceeds $200,000, and the contract or subcontract exceeds $100,000 and Recipients whose projects do not fall under Section 3 are nonetheless encouraged to comply with the Section 3 preference requirements.

The business must be able to demonstrate that it can successfully meet the terms and conditions of the proposed contract. In addition, these requirements do not restrict competition to only businesses meeting one of the priorities, nor do they authorize set-asides.

Recipients, contractors and subcontractors should make good faith efforts to hire low income people and/or award contracts and subcontracts according to the priority considerations and preference in a manner similar to the best efforts described above.

IV. Section 504 of the Rehabilitation Act of 1973, as amended

Provides that no otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Individuals with disabilities are protected by Section 504. This includes individuals who:

1. Have a physical or mental impairment that substantially limits one or more major life activities.
   - **Physical impairments** include limited vision or hearing, limited mobility (including people who use wheelchairs, canes, or walkers), infectious diseases (including AIDS) and others.
   - **Mental impairments** include mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.
   - **Major life activities** are everyday things such as walking, talking, seeing, hearing, working or caring for oneself.

OR

2. Have a record of an impairment, such as a history of a disability or misclassification as having a disability.

OR

3. Are regarded as having an impairment. (Someone treats the person as if he/she has an impairment whether or not the person actually does.)

Key Aspects of Section 504

➢ **Program accessibility** – Eligible people with disabilities should be able to participate in and benefit from programs receiving federal financial assistance as much as people without disabilities.

➢ **Physical accessibility** – As much as possible, people with disabilities should be able to enter and use building (homes, apartments, libraries, youth centers, office buildings, etc.) that are assisted by HUD.

➢ **Most integrated setting** – People with disabilities should not be separated from non-disabled people or put off by themselves, unless there is no other reasonable choice; or special services must be provided to enable the people with disabilities to live independently.

➢ **Reasonable accommodation** – Agencies operating programs assisted by HUD must make adjustments to allow people with disabilities to enjoy the benefits of the programs, as long as the adjustment is not unduly expensive or burdensome (significant difficulty or expense).

➢ **Discrimination** – Any action by a recipient that denies a qualified individual with handicaps equal treatment or equal opportunity to benefit from programs or activities receiving federal financial assistance. CVC's president/CEO will designate a staff member to serve as the corporation's 504 Coordinator, Equal Opportunity/Fair Housing officer, and Title VI coordinator.

Currently, the designated staff person is: *Donna Major, President/Homeownership Center, (859) 231-0054*

CVC notifies clients through its marketing efforts (through written statements in printed materials) and again specifically at initial intake that it does not discriminate on the basis of disability. All housing staff who perform client intake will post the Equal Opportunity and Fair

Housing posters prominently in their offices, and said posters will include the name and contact information for the designated 504/EEO/FH/Title VI coordinator.

V. Section 109 of the Housing and Urban Development Act of 1974, as amended

Provides that no person shall be excluded from participation (including employment denied program benefits or subjected to discrimination on the basis of race, color, religion, sex or national origin under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

VI. The Age Discrimination Act of 1975, as amended

Provides that no person shall be excluded from participation, denied program benefits or subjected to discrimination, on the basis of age under any program or activity receiving federal funds.

VII. Executive Order 11063

Provides that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing (and related facilities) provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

VIII. Executive Order 11246, as amended

Provides that no person shall be discriminated against, on the basis of race, color, religion, sex or national origin, in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000.

Project benefit documentation

CVC will maintain socioeconomic data to document that populations served with federal funds are being provided the opportunity to participate in programs in a nondiscriminatory manner. CVC will maintain and update this information for each federally-assisted project.

Employment Records

CVC will maintain records regarding employment to ensure that hiring procedures and decisions are conducted in a non-discriminatory manner. Staff should reference the corporate policy manual for employees that sets forth personnel policies.

Grievance Procedure

CVC's grievance procedures are designed to provide due process standards and provide for expedient and prompt resolution of complaints related to any type of discrimination. At present, CVC's programs are designed such that no clients requesting housing assistance are declined. Those whose financial status or credit history will not support near-term (six to eight months) homeownership are referred to CVC's financial fitness, homebuyer education and related classes.

If a client disagrees with staff's determination that s/he is not yet eligible for any homeownership program, the client may appeal that decision to Donna Major, President/Homeownership Center, (859) 231-0054, 1450 N. Broadway, Lexington, KY 40505, or via email dmajor@cvcky.org.

Should the client wish to appeal further, appeal may be made to CVC's CEO, Kevin Smith, and, for legal/fair housing complaints, to the Kentucky Human Rights Commission or HUD's Fair Housing/Equal Opportunity office. CVC provides this written grievance policy to clients during the intake process.

External Parties

To affirmatively further fair housing, CVC will:

- Include provisions prohibiting discrimination in contracts and subcontracts which are for more than $10,000.
- Include provisions requiring Section 3 compliance in contracts and subcontracts.
- Include contract provisions that promote the use of Women Owned Businesses and Minority Owned Business Enterprises.
- Promote fair housing by displaying and distributing Fair Housing laws, brochures, poster displays, etc.

WORKFORCE ANALYSIS FORM

Name of Organization: Community Ventures Corporation

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		6	2			3	2									9	4
Professionals		11	11			1										12	11
Superintendents																	
Supervisors																	
Foremen																	
Technicians		6	4		2	1	3									7	9
Protective																	
Para-																	
Office/Clerical			2														2
Skilled Craft																	
Service/Maintena																	
Total:		23	19		2	5	5									28	26

Prepared by: Brian Hutchinson, Chief Dev. officer **Date:** 05 / 31 / 24

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

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 Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has 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 Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Community Ventures Corporation

Complete Address: 1450 N. Broadway, Lexington, KY 40505
Street City Zip

Contact Name: Brian Hutchinson Title: Chief Development Officer

Telephone Number: 859-231-0054 Fax Number: n/a

Email address: bhutchinson@cvky.org

Lexington-Fayette Urban County Government
MWDBE 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 MWDBE 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 MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE 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 Procurement (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE 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 Procurement 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.

d. 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.

e. 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 Procurement
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 Procurement):

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.

We have compiled the list below to help you locate certified DBE, MBE, WBE and VOSB certified businesses. Below is a listing 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 Divers Council	Derrick Dowell	ddowell@tsmsdc.net	502-365-9762
Small Business Development Cou	Tonya Parsons UK SBDC	tonya.parsons@uky.edu	859-257-7666
Community Ventures Corporation	Devanny King	devanny.king@cvky.org	859-231-0054
KY Transportation Cabinet (KYT	Tony Youssefi	tyouseffi@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Lynnise Smith	lsmith@wbec-orv.org	513-487-6537
Kentucky MWBE Certification Pr	Singer.Buchanan, Kentucky Finance and Administration Cabine	Singer.Buchanan@ky.gov	502-564-2874
National Women Business Owner Council (NWBOC)	www.nwboc.org	info@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 35-2024

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.

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.

_Community Ventures Corporation_____
Company

05-31-24
Date

_Brian Hutchinson
Company Representative

_Chief Development Officer
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 35-2024

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 Community Ventures Corporation	**Contact Person** Brian Hutchinson
Address/Phone/Email 1450 N. Broadway Lexington, KY 40505 859-231-0054 bhutchinsm@cvky.org	**Bid Package / Bid Date** 35-2024; 05-31-24

MWDBE Company Addres	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
n/a								

(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.

Community Ventures Corporation
Company

05-31-24
Date

Brian Hutchinson
Company Representative

Chief Development Officer
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 35 - 2024

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).

n/a 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.

_____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 MWBDE 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.

Community Ventures Corporation
Company

05-31-24
Date

Brian Hutchinson
Company Representative

Chief Development officer
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, 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 a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent 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 proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent 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 Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, 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 this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent 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 Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, 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 contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Brian A. Hutchins
Signature

05-31-24
Date

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

   The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

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(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

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13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract 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 Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This 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 Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent 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 Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this 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.

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.

Brian A. Hutchins
Signature

05-31-24
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.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and 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, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

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:

Coverage	Limits
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim

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. 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.

d. 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.

LEXINGTON
Economic Partnership

REQUEST FOR PROPOSAL (RFP)

Economic Development Partnership Services

Lexington-Fayette Urban County Government (LFUCG) seeks proposals from all interested, qualified organizations to provide services for the implementation of LFUCG's economic development strategy. The services included in this RFP are intended solely and specifically for Lexington-Fayette County economic development efforts. The term of the agreement shall be for one-year and will commence no sooner than July 1, 2024, assuming funds are budgeted. The award may have an option to renew for two additional one-year terms subject to the availability of funds and satisfactory performance in the previous year as determined by the Economic Development Investment Board (EDIB). Funding years are July 1 to June 30 of each award year.

Upon execution of a Purchase Service Agreement (PSA) approved by the Lexington-Fayette Urban County Council, funds to the successful applicant shall be dispersed on a quarterly reimbursement basis at no more than 25 percent of the award per quarter. By the 10th the month following the end of each quarter, the grantee must submit invoices, adequate supporting documentation, and a detailed accounting statement documenting how LFUCG funds were expended each quarter. Payments will be provided to grantee upon receipt and approval of the above-mentioned documents.

Qualified respondents shall have the ability to work with prospective new companies and coordinate with existing Lexington businesses and organizations to fulfill their agreement with LFUCG as part of the Lexington Economic Partnership.

Qualified respondents will also demonstrate the ability to work closely with Lexington's Mayor, Urban County Council and Office of the Chief Development Officer, WORK-Lexington, Lexington-Fayette County Industrial Authority, Lexington Economic Development Investment Board, and other LFUCG economic development partners to successfully implement the economic development strategy of the Urban County Government for Lexington-Fayette County economic development efforts. Selected respondents will be required to

provide, at a minimum, quarterly updates to the Office of the Chief Development Officer staff and Lexington Economic Development Investment Board based on the criteria established in the Request for Proposal (RFP), a Purchase of Services Agreement (PSA), and a detailed work plan for the year. Selected respondents will also provide the Lexington Economic Development Investment Board with a year-end summary report that demonstrates the success of program efforts and identifies opportunities for future improvements. The updates and year-end summary documents will be reviewed during a meeting of the Lexington Economic Development Investment Board. The year-end summary review, which will serve as a performance review, will be completed prior to any extension of an additional year of services.

An economic development study completed in 2023 identified the following industry sectors as targets for development in Lexington-Fayette County:

1. Biopharma and Life Sciences
2. AgTech (agricultural technology) and AgBio (agricultural biology)
3. Business Services and Financial Services
4. Medical Devices
5. Marketing and Design Services

While applications that integrate these targeted sectors are welcome, Lexington-Fayette County values all economic development opportunities that provide employment and business growth for the residents of Lexington-Fayette County. Proposals targeting any industry sectors may be accepted.

The Chief Development Officer, Director of Business Engagement, Director of Agriculture Development, and the Office of Economic Development anticipates more requests than it can support, compelling the selection committee to make judgements based on relative need and potential revenue impact on our community. Funding amounts will vary based on application and scope of the program, meaning that a request may not be funded at the full level requested. This funding is intended to support economic development efforts that meet the eligibility criteria established within the RFP.

1.0 General Information

The Lexington-Fayette Urban County Government has issued this Request for Proposal (RFP). All contact regarding this RFP should be directed to:

https://lexingtonky.ionwave.net

2.0 SCOPE OF WORK

Services provided by the successful proposer, under the direction of the Office of the Chief Development Officer and on behalf of LFUCG, will be performed and marketed under the common brand of the Lexington

Economic Partnership and be specifically for Lexington-Fayette County economic development efforts. Services will include, but are not necessarily limited to the following service categories:

(2.1) New Business Development;
(2.2) Existing Business Retention and Expansion;
(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;
(2.7) Veteran Owned Business Development;
(2.8) Available Economic Development Property Register;
(2.9) WORK-Lexington;
(2.10) Talent and Workforce Development, and
(2.11) Ag-Tech and Agri Business Development.

Respondents may reply to all categories, individual categories, or multiple categories. Respondents may provide responses that provide services to the entirety of Lexington-Fayette County or may identify a specific pre-established geographic area within Lexington-Fayette County for service as long as the service efforts ultimately can be shown to benefit all of Lexington-Fayette County.

2.1 NEW BUSINESS DEVELOPMENT/JOB CREATION

A. Review, refine, and execute a new business recruitment plan for Lexington-Fayette County in partnership with the Lexington Economic Partnership.
B. Coordinate with the office of the Chief Development Officer to develop a timeline and specific tasks for the implementation and execution of the plan.
C. Market Lexington under the brand of the Lexington Economic Partnership and carry out business recruitment efforts which include, but are not limited to, maintaining contact with:
    1. Corporate decision makers and community/program liaisons.
    2. Site selection consultants to build awareness of Lexington.
    3. Local executives/management.
D. Specific program marketing tasks will include the following:
    1. Marketing shall be under the brand of the Lexington Economic Partnership.
    2. Develop an electronic marketing plan for recruitment outreach efforts.
    3. Maintain a Lexington-Fayette County specific economic development attraction website/social media presence for the Lexington Economic Partnership.

4. Identify goals and challenges related to the Lexington economic development marketing program and provide an annual report related to those findings.

E. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding business development and recruitment efforts over the past year.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the business development and recruitment effort activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.2 EXISTING BUSINESS RETENTION AND EXPANSION PROGRAM

A. Implement the Lexington Economic Partnership Business Retention and Expansion (BRE) program serving Lexington-Fayette County businesses. The BRE program will be administered under the guidance and leadership of the Director of Business Engagement in the Office of the Chief Development Officer.

B. Demonstrate understanding of the unique needs of the Lexington business community through the provision of assistance to Lexington companies in the growth of their local workforce and payroll.

C. Assist businesses in their efforts to grow operations, employment, and payroll within Lexington-Fayette County.

D. Work with local businesses to maintain and improve their employment diversity.

E. Under the guidance of the Director of Business Engagement in the Office of the Chief Development Officer, engage in the following program activities:

1. Schedule on-site or virtual Lexington company visits that shall include Lexington economic development partners as designated by the Director of Business Engagement in the Office of the Chief Development Officer. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Businesses Engagement and/or Chief Development Officer and should include as many economic development partner organizations as possible.
2. Make connections for existing Lexington businesses to assist those businesses with growing/increasing their business footprint in Lexington-Fayette County. Effort includes, but is not limited to,

connecting business owners with other local businesses that could lead to collaboration or business growth between the businesses.

3. Draft meeting summaries, identify specific action and follow-up items resulting from meetings, and coordinate and provide timely response/communication to any needs identified in existing business visit meetings, which may include the development of revised work plans and implementation plans.
4. Develop a business support network based on sector for businesses and employers within Lexington.

F. Schedule monthly in-person project briefing updates for the Office of the Chief Development Officer to provide an update on all project activity for the previous month.

G. Report annually to the Office of the Chief Development Officer and the Lexington Economic Development Investment Board (and other committees of LFUCG as required) regarding the following (update should be in summary form and not identify companies by name):
   1. Data collected and evaluated as part of Lexington Economic Partnership Existing Business Program visits.
   2. Discussions related to LFUCG policies and procedures expressed by businesses during existing business site visits.
   3. Issues and perceived challenges related to company growth opportunities in Lexington.
   4. Intention (company stated planned expansion or growth within the next twelve months) of new job growth in Lexington.
   5. Summary of new job growth in the previous year and the sectors and average salaries of those new jobs.

H. By March 31 of each year, provide the Office of the Chief Development Officer an updated list of Lexington corporate/company top executive contacts and contact information for each of the top executives of the largest 30 Lexington-Fayette County employers.

I. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual.

2.3 SMALL BUSINESS OWNER CONNECTIONS AND NETWORKING

A. Assist Lexington-Fayette County small business owners with opportunities for collaboration and networking no less than twice per year with additional frequency to be determined by the small business owners.

B. Collaboration and networking efforts are meant to connect Lexington-Fayette County small business owners for the opportunity to provide strong collaboration and relationships while building the Lexington small business community and assist in the growth of those small businesses.

C. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.4 ENTREPRENEURIAL DEVELOPMENT/START UP ASSISTANCE

A. Assist Lexington-Fayette County entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Connect entrepreneurs with Small Business Administration (SBA) contacts and other similar resources that could provide assistance. Emphasis should be placed on businesses with annual revenues of $500,000 per year or less.
C. Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.
E. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.5 MINORITY OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County minority entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a minority owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to minority business ownership.
E. Introduce new minority owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.

F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.6 WOMEN OWNED BUSINESS DEVELOPMENT

A. Assist Lexington-Fayette County women entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
B. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
C. Assist with educational assistance/programs related to starting and operating a women owned business.
D. Assist Lexington leaders and the business community by identifying ways to reduce barriers to women business ownership.
E. Introduce new women owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
F. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.7 VETERAN OWNED BUSINESS DEVELOPMENT

G. Assist Lexington-Fayette County veteran entrepreneurs and business owners with identification of financing options and possible sources for investment capital.
H. Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.
I. Assist with educational assistance/programs related to starting and operating a veteran owned business.
J. Assist Lexington leaders and the business community by identifying ways to reduce barriers to veteran owned business ownership.
K. Introduce new veteran owned businesses to the LFUCG Minority Business Enterprise Liaison to potentially add to LFUCG procurement registry.
L. An annual report will be submitted to the Chief Development Officer and Director of Business Engagement by March 31 of each year detailing the

activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.8 AVAILABLE ECONOMIC DEVELOPMENT PROPERTY REGISTER

A. Maintain a good working relationship with all commercial real estate brokers to provide a continual awareness of available properties in Lexington-Fayette County for expansion of existing businesses and potential new businesses.
B. Maintain a database electronically accessible to the LFUCG Office of the Chief Development Officer and staff in the Office of the Chief Development Officer of available sites and buildings to be utilized to assist prospective new companies or current companies looking to grow their operations in Lexington.
C. Provide updates to the LFUCG Office of the Chief Development Officer when significant changes or additions have been made to the database of available sites and buildings.

2.9 WORK-LEXINGTON

A. Assist the Director of Business Engagement in the Office of the Chief Development Officer in the coordination and work to enhance and connect individuals with the WORK-Lexington program (www.lexingtonky.gov/lexwork) office(s), including on-site program coordination and support for the office(s).
B. Coordinate with existing WORK-Lexington grant partners to provide access to workforce programming in various locations for residents of Lexington-Fayette County.
C. Work with local employers to help connect WORK-Lexington grant partners to potential jobs placement opportunities.
D. Work with WORK-Lexington grant partners to promote workforce events related to both workforce training and placement.
E. Develop and implement a marketing plan, including social media and other outreach methods, to promote the WORK-Lexington program and location(s) to residents of Lexington-Fayette County.
F. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.10 TALENT AND WORKFORCE DEVELOPMENT

A. Work with college and university leadership in Lexington to assist in the development of workforce and growing the Lexington economy.
B. Partner with Lexington-Fayette County higher education leaders and employers to connect upper-level students to employment opportunities and internships with corporations and companies for college graduate level, senior year, and junior year students within their identified program/major/area of interest. The goal is to provide potential employment opportunities following the completion of their academic work. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
C. Partner with local employers and Fayette County Public Schools to connect Lexington-Fayette County high school students that are planning for employment upon completion of high school to jobs or internships within their identified area of interest or studies. An annual report of placements into internships will be submitted to the Chief Development Officer and Director of Business Engagement by March 31st of each year detailing the progress of that current year.
D. An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

2.11 AGTECH AND AGRIBUSINESS DEVELOPMENT

A. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to assess the existing Lexington-Fayette County agribusiness environment and develop a business recruitment plan for agtech and other agricultural businesses.
B. Coordinate and lead execution of the Lexington-Fayette County agriculture development business recruitment plan, including identifying specific tasks for implementation.
C. Work with the Director of Agriculture Development to connect qualifying businesses with programming of the Bluegrass AgTech Development Corp, including raising awareness of available grant funding and other resources.
D. Host and assist with coordinating an in-person event(s) for Lexington-based recipients of Bluegrass AgTech Development Corp funding. The goals of this event are to facilitate connections among fellow business leaders, to introduce local development and university partners with relevant resource offerings, and to strengthen the business development environment through collaborative conversations.

E. Develop and utilize digital, print, and/or web-based marketing materials to emphasize the unique offerings of the Lexington community for prospective agribusinesses and aid with agribusiness attraction efforts.
F. Coordinate with the Director of Agriculture Development in the Office of the Chief Development Officer to conduct business retention and support efforts, which shall include but are not limited to:
    1. Conducting quarterly on-site Lexington agribusiness visits to identify successes, goals, and challenges in the local environment. Scheduling of existing business visits with companies shall be planned ahead of time and shall occur at a time available for the Director of Agriculture Development and any designated partners.
    2. Identifying follow-up action items resulting from meetings, particularly to provide timely responses to any needs or challenges discovered in business visits.
    3. Connecting local agribusiness leaders with available resources, including financial programs, to provide opportunities for business growth.
G. An annual report will be submitted to the Director of Agricultural Development in the Office of the Chief Development Officer by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

3.0 REQUIRED PROPOSAL CONTENTS

The following items shall constitute the proposal:

A. Letter of intent/Statement of Services including:
    1. Description of your knowledge and understanding of Lexington-Fayette County and the Lexington-Fayette County economy.
    2. Provide a work program that includes the proposed method of accomplishing goals and task outlined in the Request for Proposal including work plan, framework for plan implementation, project deliverables and proposed budget broken out by category. Note that no more than 20 percent of the total grant award for each budget period may be used for salary and/or administrative costs unless there is a designated employee in which 75 percent of their weekly work hours are dedicated to this project. If personnel are included, documentation will need to be provided related to time on a quarterly basis.
    3. Identification of criteria to measure the success of your proposal.
    4. Source(s) of private or non-LFUCG funding that will be used as part of the proposal to go along with LFUCG funding. State the percentage and amount of private or non-LFUCG funding and LFUCG requested funding as proposed in your submission.
    5. List any funding from LFUCG sources the respondent has received in the previous two years and if your program succeeded and fulfilled their

agreement with the LFUCG as described and agreed to within the agreement your organization signed with LFUCG.

B. History of organization and statement of qualifications including:
   1. A list of individuals that would be actively engaged and involved in the project along with the percentage of their time that will be committed to the Lexington-Fayette County efforts related to the project.
   2. Individual information should include: Resume(s); Job Description(s); job function(s); and percentage of their time that will be committed to the project for each/all individual(s) who will be a part of the program team as proposed by the RFP response.
   3. Describe the qualification(s) of key staff to achieve the outcomes required under the RFP.
   4. Describe why your organization is best suited for selection of the project on behalf of LFUCG.
   5. Provide references for completed projects similar to the project you have responded to in your proposal.

C. Evidence of ability to perform the requested tasks, such as:
   1. Examples of relevant past work products and successful project examples of documents created.
   2. Presentation(s).
   3. Other work products, etc.

D. Proposed fee for each response component/category. If your organization is responding to more than one component/category, separate fees should be provided for each component/category.

E. Working draft budget for each component/category the organization is responding to. If your organization is responding to more than one component/category, separate budgets should be provided for each component/category.

F. Conflict of Interest Disclosure if applicable.

4.0 Project Oversight

The Chief Development Officer, in coordination with the Director of Business Engagement and Director of Agriculture Development, will be the primary project contacts and will facilitate coordination with the Lexington Economic Development Investment Board and the Lexington-Fayette Urban County Council's Budget, Finance and Economic Development Committee.

5.0 Evaluation Criteria and Selection Process

A. Evaluation Scoring:
   1. Quality of entity and key personnel, including evidence of past success in providing similar services, knowledge of and understanding of Lexington-Fayette County – 25%.
   2. Approach to fulfill the requested scope of work – 25%.

3. Innovative and/or creative approach to providing the services in ways that provide additional efficiencies or increase performance capabilities – 25%.
4. Amount of private or non-LFUCG funds the respondent will contribute to the project – 15%.
5. Qualifications of the respondent organization and team– 10%.

B. The selection committee will make a recommendation to the Lexington Economic Development Investment Board who may accept their recommendation, request additional information, or request respondent interviews.
C. The Lexington Economic Development Investment Board recommendations are final, subject to approval of the Lexington-Fayette Urban County Council.
D. Respondents shall not discuss their proposal with members of the selection committee, Lexington Economic Development Investment Board or Urban County Council prior to final action by the Urban County Council. Any discussions in regard to this section shall disqualify the applicant from consideration.
E. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof which, in the Urban County Government's judgement, best serve the interests of the Urban County Government. Applications not found to be complete shall be considered non-responsive and removed from the process.

6.0 Timeline

Notice to proceed anticipated in June 2024 with a project Purchase of Services Agreement (PSA) for twelve (12) months.

7.0 Proposal Submissions

Online proposals will be received at https://lexingtonky.ionwave.net/ until **2:00 PM**, prevailing local time, on **May 31, 2024.**

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to https://lexingtonky.ionwave.net/) by the Division of Procurement before the date and time set for opening proposals.

Proposals are to include all costs associated with deliverables included within this RFP and any additional deliverables included by the proposer. Please outline your fee proposal based upon the scope of work defined in the RFP. Please indicate your preferred schedule of payment and method of invoicing for services. Complete applications are the responsibility of respondent and

incomplete applications will not be considered by the selection committee and considered to be non-responsive. LFUCG reserves the right to accept or reject any applications in whole or in part, with or without cause, to waive technicalities, or to accept applications or portions thereof, which, in the Urban County Government's judgement best serve the interest of the Urban County Government.

One electronic version in PDF format shall be submitted via the Ion Wave portal at https://lexingtonky.ionwave.net/. The information included therein should be as concise as possible. To be considered, each respondent must submit a complete response to this RFP.

Proposals — must be uploaded in Ion Wave before the time and date specified. Proposals received after the deadline will not be accepted. Respondents agree to honor their proposal for a period of one hundred twenty (120) days for the proposal due date. All proposals become the property of the Lexington-Fayette Urban County Government after the deadline whether awarded or rejected.

All information in a Respondent's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, as amended (known as the Freedom of Information Act). The City accepts no financial responsibility for costs incurred by any responded in responding to this RFP. By responding to this RFP the respondent agrees to hold the City harmless in connection with the release of any information contained in its proposal

EXHIBIT "E"

Lexington/Fayette Urban County Government
Addendum for Services
Community Ventures Corporation

COMMUNITY VENTURES CORPORATION
RFP #235-2024 RESPONSE
WORK PLAN

4870-3948-5397, v. 1

community ventures
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Introduction:

Community Ventures Corporation, administering services through the Women's Business Center of Kentucky is pleased to submit this comprehensive budget proposal in response to the RFP for Economic Development Partnership Services issued by LFUCG. Our proposal aims to address the economic development needs of Lexington-Fayette County through targeted strategies and initiatives.

Community Ventures helps people own homes and start businesses because we believe in the power of dreams. Whether it's affordable financing, education, or neighborhood revitalization, our areas of focus dramatically improve the quality of life for Kentuckians.

Since 1982, Community Ventures has evolved in capacity and knowledge, but our mission has remained the same – to strengthen our communities by empowering individuals. We are committed to creating positive impact through individualized financial counseling, large scale neighborhood revitalization, and everything in between.

Vibrant communities start with people. Community Ventures equips our clients with knowledge and skills they can use for the rest of their lives, creating positive impact for generations to come.

The Women's Business Center of Kentucky is more than a resource hub; we are the driving force behind the entrepreneurial journey for Kentucky's women's business owners. Our center is a dynamic and inclusive space where women from diverse backgrounds come together to turn their business dreams into reality.

Established in 2011, the Women's Business Center of Kentucky helps women entrepreneurs, especially those who are economically or socially disadvantaged, start and grow businesses in the state of Kentucky. The WBC of Kentucky is one of over 155 Women's Business Centers across the country that provides technical assistance to help women start and grow their small business.

WBC of Kentucky is funded in part by a cooperative agreement by the U.S. Small Business Administration and is administered by Community Ventures. WBC of Kentucky is headquartered in Lexington and services all 120 counties in the Commonwealth of Kentucky. In 2023, the WBC of Kentucky was recognized nationally as a Center of Excellence by the Association of Women's Business Centers.

Objectives: The key objectives of this project are as follows:

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- Nurturing entrepreneurial talent in Lexington, specifically women-owned and minority-owned businesses and aspiring entrepreneurs.
- Support the establishment and growth of small businesses in Lexington areas through training, business coaching, and access to finance.
- Foster collaboration and networking among entrepreneurs, industry experts, and local stakeholders to facilitate knowledge sharing and market linkages.
- Promote sustainable business practices and innovation to enhance the competitiveness of local business.
- Measure the impact of the project through key performance indicators such as successful business starts, job creation, revenue growth, and overall economic development.

- **Entrepreneurial Capacity Building:**
  - Conduct entrepreneurship training programs to equip individuals with the necessary skills and knowledge to start and manage a business.
  - Organize workshops and seminars on business planning, marketing strategies, financial management, and other relevant topics.
  - Provide business counseling opportunities to aspiring entrepreneurs, connecting them with certified business coaches who can offer guidance and support.

- **Access to Finance:**
  - Establish partnerships with financial institutions to develop tailored financial products and services for aspiring or seasoned entrepreneurs.
  - Facilitate access to microfinance, loans, grants, and other funding options to support business startup and expansion.
  - Offer financial literacy training to entrepreneurs to enhance their financial management skills and understanding of financial instruments.

- **Networking:**
  - Foster collaboration among entrepreneurs through networking events, business forums, and industry-specific clusters.
  - Facilitate connections between entrepreneurs and other supporting business resources organizations at a local, state, federal, and global levels.

- **Ongoing Support:**

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- Collaborate with government agencies and local authorities to create an enabling environment for entrepreneurship, such as simplifying business registration procedures and reducing bureaucratic hurdles.
- Provide ongoing support and guidance to entrepreneurs in navigating regulatory frameworks and compliance requirements.

In this proposal, the WBC of Kentucky will specifically address the following service categories:

(2.3) Small Business Owner Connections and Networking;
(2.4) Entrepreneurial Development/Start-Up Assistance;
(2.5) Minority Owned Business Development;
(2.6) Women Owned Business Development;

Assist Lexington-Fayette County entrepreneurs and business owners with training, guidance, and access to resources during their business start-up process.

One-on-One Confidential Business Counseling:

Description: Provide personalized counseling sessions where entrepreneurs can meet with certified business advisors to discuss their specific needs and explore suitable start-up options. This could include help with preparing loan applications, business plans, business feasibility, market research, and financial projections. Counseling to be conducted face to face, by telephone, or virtual option tailed to the need of the individual.

Outcome: Entrepreneurs receive tailored guidance and support that enhances their business acumen, increases their chances of securing funding, and improves their overall business planning and execution. As a result, there is an increase in successful business launches and growth in the local economy. Fee: $0

KPIs:

- Number of Counseling Sessions Provided: Track the total number of one-on-one counseling sessions conducted each month.
    - WBC of Kentucky to conduct 45 counseling sessions each month.
- Client Satisfaction Rate: Measure client satisfaction through post-counseling surveys
    - Aiming for a satisfaction rate of 90% or higher.

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- Clients Served: Record the number of clients who received assistance in the form of business counseling sessions.
    - WBC of Kentucky to provide counseling to 175 business owners/aspiring entrepreneurs.
- Funding Secured: Track the total amount of funding secured by clients who received counseling.
    - Aiming for at least $500,000 in aggregate funding annually.
- New Business Start-Ups: Monitor the number of new businesses started by clients who received counseling.
    - With a target of at least 25 new businesses launched per year.

Assist entrepreneurs with educational assistance training programs related to starting, running, and operating a business.

Business Builder Workshop:

Description: Conduct a monthly Business Builder Workshop, a 6-part intensive training program covering essential topics such as business planning, marketing, financial management, legal considerations, and operational strategies. Include hands-on activities, additional on-demand training, and expert guest speakers. This training to be held in person at a partnered venue and offered as a hybrid option to eliminate barriers of attendance. Monthly time offerings will rotate in order to adjust to the needs of the participants (i.e childcare restrictions, full-time job limitations, and other logistics hurdles). Fee: $60 with scholarships available

Outcome: Participants gain comprehensive knowledge and practical skills needed to start and run a successful business.

KPIs:

- Number of Workshops Conducted:
    - 12 workshops annually.
- Participant Enrollment:
    - An average of 8 entrepreneurs enrolled in each workshop.
- Participant Satisfaction Rate:
    - 90% or higher satisfaction rate
- Knowledge Improvement: Percentage of participants who report increased knowledge in business topics post-workshop.

WBC OF KENTUCKY



  - 95% knowledge improvement rate
- Guest Speaker Ratings: Average rating of guest speakers by workshop participants.
  - 4.5 out of 5 or higher
- Follow-Up Business Launches: Number of participants who start their business within six months post-workshop.
  - 3 businesses per workshop.

WBC of Kentucky Online Learning Platform:

Description: Develop an online learning platform offering courses and webinars on various business topics. Include modules on starting a business, financial literacy, digital marketing, and scaling operations.

Outcome: Entrepreneurs have access to flexible, self-paced learning opportunities that can fit their schedules. Fee: $0

Host events and other programs to provide connections to other businesses in the community that may provide opportunity for growth in their operations.

Strong Women Strong Coffee

Description: Organize monthly trainings/panel discussions focused on relevant business topics for the start-up community. This serves as a free and community event for Lexington business owners, community leaders, as well as aspiring entrepreneurs. The WBC of Kentucky will invite subject-matter experts to discuss the given topic intended to foster a successful venture start and sustainable growth model. Expert speakers will reflect our audience, meaning, we will purposefully invite female, minority, local, and community-minded speakers. Quarterly surveys are provided to previous attendees to garner requested topics needed for the Lexington-Fayette community and for the WBC to make ongoing improvements. Fee: $0

Outcome: Entrepreneurs gain a clear understanding of available resources to start, expand or fund their business endeavors.

KPIs:

- Average of 30 attendees per monthly event
- Total Annual Attendance of 360 individuals
- Event satisfaction rate from attendees to be 90% or higher



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- Featured Speakers:
    - Target: Feature local subject-matter experts in the topics of:
        - Financial literacy
        - Capital acquisition
        - Website development
        - Revenue growth
        - Marketing plan creation
        - Financial projections and fiscal health analysis
        - Social media marketing
        - Business plan creation (startup, existing, pre-and post-funding)
        - Onboarding and retaining employees
        - Bookkeeping
        - Product and service pivoting
        - Procurement management
        - Credit counseling and repair
        - Other topics as needed

Women in Business Expo

Description: The Women in Business Expo is an annual event organized by the Women's Business Center of Kentucky (WBC) to showcase the achievements of women entrepreneurs in Lexington-Fayette County. The Expo provides a platform for start-up or seasoned women-owned businesses to network and access adequate business training. The event includes keynote speeches, panel discussions, workshops, and networking sessions designed to inspire and equip women entrepreneurs with the knowledge and connections needed to grow their businesses.

Outcome: The Women in Business Expo aims to enhance the visibility and growth of women-owned businesses in the community. By providing a comprehensive platform for exposure and networking, the Expo seeks to foster new business opportunities, facilitate strategic partnerships, and empower women entrepreneurs with the tools and inspiration to scale their ventures. Fee: $25

KPIs:

- Participant Attendance:
    - Target: Attract at least 150 attendees to the Expo in 2025
- Exhibitor Participation:

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  - Target: Feature 20 local, state, and federal resource providers including, but not limited to: LFUCG, Lexington Chamber, SBA, Kentucky SBDC, SCORE, KY APEX Accelerator, Kentucky Cabinet for Economic Development, University of Kentucky, Kentucky Finance Cabinet, and other business resource organizations.
- Workshops and Sessions:
  - Target: Conduct 4 workshops and 1 panel discussion during the Expo.
  - Workshop topics to address common business barriers or requested topics such as: access to capital, successfully launching a business, and strategies to scale a business venture.
- Satisfaction Rate: Post-event surveys assessing overall satisfaction with the event.
  - Target: Achieve a 90% satisfaction rate among attendees and exhibitors.

Empowering Excellence Panel

Description: The Empowering Excellence Panel is a signature event hosted by the Women's Business Center of Kentucky that brings together accomplished women leaders from various industries to share their insights, experiences, and strategies for success. This panel discussion aims to inspire and empower women entrepreneurs and business owners in Lexington-Fayette County by providing them with valuable knowledge, mentorship, and networking opportunities. The event features a moderated discussion followed by an interactive Q&A session, and opportunities for one-on-one engagement with the panelists. The WBC of Kentucky invites business owners who often are not asked to participate in other community events. For example, for International Women's Day the WBC features a panel of local immigrant-owned businesses to discuss their entrepreneurial journey. Another model would feature local minority-owned businesses and how they utilize their MBE certifications for their business ventures.

Outcome: The Empowering Excellence Panel seeks to elevate the professional growth and leadership skills of women entrepreneurs. By providing direct access to role models and industry experts, the panel aims to foster a supportive community, inspire attendees to pursue excellence in their ventures, and equip them with actionable insights to overcome business challenges. Fee: $0

KPIs:

- Attendance:
  - Target: Attract at least 45 participants to the event annually.
- Panelist Diversity:
  - Target: Include a diverse group of at least 4 accomplished women leaders from different industries and walks of life.

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- Event Partnership:
    - Target: partner with local business resource providers and programs to introduce opportunities to attendees for further engagement; examples include: Lexington Public Library, Kentucky SBDC, SBA, Community Ventures, LFUCG, Women Leading Kentucky, and other organizations with an aligned mission to the WBC of Kentucky.
- Satisfaction Rate:
    - Target: Achieve a 90% satisfaction rate among attendees.

An annual report will be submitted to the Director of Business Engagement in the Office of the Chief Development Officer, Director of Business Engagement by March 31 of each year detailing the activities of each program year. The report will be shared with the Lexington Economic Development Investment Board for discussion at their board meeting as part of the organization's annual work plan performance review.

Comprehensive Annual Report Preparation

Description: Compile a detailed annual report by March 31 each year, summarizing all activities, events, and programs conducted. Include metrics such as the number of entrepreneurs assisted, financing secured, created and sustained jobs, generated revenue, educational programs held, and feedback from participants. Highlight success stories and provide analysis of the impact on the local economy.

Outcome: A thorough report provides transparency, accountability, and valuable insights for the Director of Business Engagement and the Lexington Economic Development Investment Board.

Assist Lexington leaders and the business community by identifying ways to reduce barriers to entrepreneurship.

Annual Barriers to Entrepreneurship Survey

Description: Conduct an annual survey of local entrepreneurs to identify common barriers they face, such as access to capital, regulatory challenges, or lack of mentorship. Compile and analyze the data to create a report with actionable recommendations.

Outcome: Data-driven insights inform local leaders and policymakers on necessary changes to support entrepreneurship.

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Budget:

The WBC currently receives $150,000 in funding through a grant from the Small Business Administration (SBA), which is then matched and administered by Community Ventures at a 1:1 dollar match. This grant supports various operational costs, including staff salaries, program development, and administrative expenses. The following budget proposal details how additional funding will enhance and expand our program offerings beyond what the SBA grant covers.

Category	Description	Amount	Funding Source	Comments
Operational Costs				
Salaries and Benefits	Staff salaries and benefits	$150,000	SBA Grant & Community Ventures	
Office Rent and Utilities	Office space and utility expenses	$2,500	SBA Grant & Community Ventures	
Administrative Expenses	General administrative costs	$45,000	SBA Grant & Community Ventures	30% of Total Cost
Total Operational Costs		**$197,500**		
Program Costs				
Women in Business Expo		**$7,500**		
Venue Rental	Rental of venue for the event	$2,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	$150	Sponsor/In-kind	
Speaker Fees and Travel	Compensation and travel for speakers	$2,000	Sponsor/In-kind	
Catering	Food and beverage services	$3,000	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	$350	Sponsor/In-kind	
Empowering Excellence Panel		**$1,650**		
Venue Rental	Rental of venue for the panel	$1,000	Sponsor/In-kind	
Marketing and Promotion	Advertising and promotional activities	$50	Sponsor/In-kind	

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Category	Description	Amount	Funding Source	Comments
Speaker Fees and Travel	Compensation and travel for speakers	$0	Sponsor/In-kind	
Catering	Food and beverage services	$500	Sponsor/In-kind	
Materials and Supplies	Event materials and supplies	$100	Sponsor/In-kind	
Monthly Strong Women Strong Coffee Events (annualized)		**$8,100**		
Venue and Refreshments	Venue and food costs per event (12 total)	$7,200	Sponsor/In-kind	
Marketing and Promotion	Advertising for each event	$300		
Materials and Supplies	Supplies for each event	$600	Sponsor/In-kind	
Business Coaching and Training Programs		**$81,600**		
Certified Business Advisor	Compensation for advisor	$75,600	Lexington Economic Partnership	
Training Materials, Equipment, and Resources	Advisor materials, equipment, and resources	$6,000	SBA Grant & Community Ventures	
Annual Reporting and Evaluation		**$1,536**		
Data Collection and Analysis	Gathering and analyzing data via survey platform, jotform	$348	SBA Grant & Community Ventures	
Data Collection and Analysis	Confidential Client Information in CRM System	$1,188	SBA Grant & Community Ventures	
Total Program Costs		**$100,386**		
Total Budget		**$297,886**		

Business Coaching Budget Outline

Category	Description	Amount	Comments
Compensation			
Business Advisor Salary	Salaries for certified business advisors	$54,000	Industry Average

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Category	Description	Amount	Comments
Business Advisor Benefits	Health, retirement, and other benefits	$21,600	Based on 40% fringe rate
Total Compensation		**$75,600**	
Equipment			
Office Equipment	Computer and printer	$1,500	Necessary for business coaching
Software Licenses	Business planning, financial projection, Zoom, and CRM software	$2,500	Essential tools for coaching
Total Equipment		**$4,000**	
Training			
Professional Development	Continuous education for business advisors	$1,500	Relevant courses and certifications
Local Workshops/Seminars	Attending relevant workshops and seminars in Lexington	$500	Networking and skill enhancement
Total Training		**$2,000**	
Grand Total		**$81,600**	

Justification for Additional Funding: While the SBA grant provides support for our operational expenses, additional funding is essential to fully implement and enhance our program offerings and to provide a designated business coach to the city of Lexington. The financial support is reflected in the table above at $75,600; 25.4 % of the overall Lexington budget for the WBC of Kentucky. 74.6% of the overall budget is provided from non-LFUCG funding. This includes expanding outreach efforts, increasing the number of high-impact events, and providing more comprehensive support to women and minority entrepreneurs. Community Ventures has not received funding from LFUCG in the previous two years.

Expected Outcomes:

- Increased number of registered entrepreneurs and small businesses;
- Job creation;
- Revenue Growth;
- Enhanced entrepreneurial skills and business acumen within the local community;

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- Strengthened market linkages and access to finance for women-owned businesses;
- Improved overall economic growth and community development.

Sustainability: To ensure the long-term sustainability of the project, we will focus on building local capacity and empowering the Lexington community to take ownership of their economic development. This will involve establishing local business networks, fostering entrepreneurship culture, and creating mechanisms for continuous support and mentorship. A dedicated Business Coach for women-owned and minority-owned businesses will communicate the commitment to this focus.

Conclusion: The WBC of Kentucky is committed to delivering tangible results in partnership with LFUCG to advance economic development in Lexington-Fayette County. Our comprehensive approach, coupled with clear deliverables and reporting mechanisms, ensures transparency and accountability in achieving shared goals. Promoting entrepreneurship and small business development for marginalized communities is a strategic approach to drive economic growth in Lexington. This project proposal outlines a comprehensive plan that aims to empower aspiring entrepreneurs, facilitate access to finance, foster networking opportunities, and create an enabling environment for women-owned and minority-owned businesses. By implementing this project, we can unlock the potential of women in business and minority-owned businesses leading to sustainable economic development, improved livelihoods, and vibrant communities.

Thank you for considering our budget proposal. We look forward to the opportunity to contribute to the economic prosperity of Lexington-Fayette County.

Sincerely,

DevannyKing

Executive Director, Women's Business Center of Kentucky at Community Ventures

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Addendum

Required Proposal Contents

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Why WBC of Kentucky and Community Ventures are Best Suited for Economic Development Partnership with LFUCG

Proven Track Record of Success

The Women's Business Center of Kentucky (WBC) and Community Ventures have a well-established history of supporting economic development and entrepreneurial success. Their combined expertise in providing tailored business coaching, educational programs, and financial assistance has significantly contributed to the growth of small businesses in Lexington-Fayette County. This track record demonstrates their capability to manage and execute programs effectively, ensuring positive outcomes for the community.

Comprehensive Support Services

WBC and Community Ventures offer a holistic suite of services that address the multifaceted needs of entrepreneurs, particularly women and minority-owned businesses. These services include:

- Personalized Business Coaching: Providing one-on-one counseling sessions to help entrepreneurs with business plans, loan applications, and market research.

- Educational Workshops: Conducting regular workshops such as the Business Builder Workshop to equip entrepreneurs with essential skills in business management.

- Access to Capital: Assisting businesses in identifying and securing financing options and investment capital.

- Networking Opportunities: Hosting events like the Women in Business Expo and the Empowering Excellence Panel to foster connections within the business community.

These comprehensive support services ensure that entrepreneurs receive the necessary resources and guidance at every stage of their business journey.

Strong Community Connections

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Both WBC and Community Ventures have deep-rooted connections within the Lexington-Fayette County community. They collaborate closely with local businesses, government agencies, and non-profit organizations to create a supportive ecosystem for entrepreneurs. Their established relationships with the Small Business Administration (SBA) and other financial institutions enable them to effectively link entrepreneurs with critical resources.

Focus on Diversity and Inclusion

WBC and Community Ventures are committed to promoting diversity and inclusion within the business community. Their targeted programs for women and minority entrepreneurs help to reduce barriers and create equal opportunities for all. By introducing new minority and women-owned businesses to the LFUCG Minority Business Enterprise Liaison, they actively contribute to a more inclusive economic landscape.

Customized and Confidential Services

The WBC's no-cost, confidential, and tailored business coaching ensures that entrepreneurs receive personalized attention that addresses their unique challenges and goals. This customized approach increases the likelihood of business success and sustainability.

Alignment with LFUCG Goals

The mission and objectives of WBC and Community Ventures align closely with the goals of the Lexington-Fayette Urban County Government (LFUCG) for economic development. Their focus on entrepreneurial development, minority and women-owned business support, and community engagement dovetails with LFUCG's efforts to foster a vibrant, diverse, and inclusive economy.

Measurable Impact and Accountability

Both organizations are committed to transparency and accountability. They provide detailed annual reports outlining their activities and outcomes, ensuring that stakeholders, including the LFUCG, can track progress and assess the impact of their initiatives. This commitment to measurable results fosters trust and demonstrates their effectiveness in driving economic development.

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Knowledge and Understanding of Lexington-Fayette County and the Lexington-Fayette County Economy

The Women's Business Center of Kentucky (WBC) and Community Ventures possess a profound understanding of the economic landscape and challenges faced by businesses in Lexington-Fayette County. The 2022 Disparity Study commissioned by the LFUCG highlights significant barriers for minority and women-owned businesses, including limited access to capital and market opportunities. WBC and Community Ventures have a proven track record in addressing these disparities through tailored programs such as business coaching, educational workshops, and networking events. Our strong community ties and data-driven approach ensure that we effectively support underrepresented entrepreneurs, making us the ideal partner to drive economic development and promote equity in the local economy.

According to the 2022 Disparity Study commissioned by the Lexington-Fayette Urban County Government (LFUCG), there are notable disparities in business ownership and opportunities for minority and women-owned businesses. The study highlights several key findings:

1. Minority-Owned Business Disparities:

- Minority-owned businesses face significant barriers in accessing capital and securing contracts.

- There is a lower representation of minority-owned businesses in the marketplace compared to their proportion of the population.

2. Women-Owned Business Disparities:

- Women-owned businesses also experience challenges in gaining equal opportunities for growth and sustainability.

- The study indicates a need for targeted support and resources to help these businesses thrive.

These disparities underscore the need for specialized programs and interventions to support minority and women entrepreneurs in Lexington-Fayette County.

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WBC of Kentucky- Economic Development Partnership Project

Category	Description	Amount	Qualifications
Job Function			
Lexington Business Advisor	Provides 1:1 coaching to women-owned and minority-owned businesses in Lexington; conducts trainings/events specific to the Lexington entrepreneurial community.	100%	Certified Business Advisor with appropriate education to support providing 1:1 business consulting to women and minority-owned businesses
WBC Executive Director	Supervises Business Advisor and Event & Program Coordinator; Oversees Program Compliance; Provides WBC Program Direction	50%	Certified Business Advisor with appropriate education to support services rendered. Annual compliance training with SBA program oversight.
WBC Event & Program Coordinator	Assist with the coordination of WBC events and programming. This individual oversees registration, post event reporting, survey analysis, and the development of training programs for entrepreneurial communities	25%	Background and experience provide a tailored experience in supporting business owners. Online platform, resource, and program knowledge implemented to ensure efficiencies and effectiveness within WBC events and program offerings.
Community Ventures President of Lending	Provides guidance and supervisory to WBC program from host organization, Community Ventures; Approves and oversees budgetary requests made from the WBC	5%	Leadership of the WBC program for more than five years. Background in supervising local, state, and federal funded programs

WBC OF KENTUCKY

Community Ventures Corporation **Job Description**

JOB TITLE: Director of Women's Business Center of Kentucky

Employee Name: Devanny King

Division:	Business Development	Location:	Lexington
Supervisor:	Brenda Weaver	Prepared by:	Kevin R. Smith
Salary level:	Competitive		
Approved by:	Kevin R. Smith		
FLSA Status:	Exempt		
% of FTE:	100%		

The Women's Business Center Program Director (WBC Program Director) is a full time, exempt, senior level staff position with program and operational responsibility in Lexington/Fayette County, Kentucky for the state of Kentucky.

SUMMARY: This position manages CVC's operations of the SBA's WBC of Kentucky. Roles, directly or through staff, will include:
(1) consulting with clients to define personal barriers to business start-up or stable ownership;
(2) providing individual technical assistance or classroom training to address the identified barriers;
(3) consulting with clients looking to expand their business and providing additional resources to clients;
(4) assisting clients, when necessary, in obtaining appropriate financing;
(5) collaborating with outside agencies to provide the maximum support for women and disadvantaged entrepreneurs;
(6) ensuring the agency's compliance with all program goals, objectives, policies and procedures;
(7) ensuring that the WBC is and remains in compliance with all funding requirements;
(8) preparing all funding reports, conducts surveys as needed and all other administrative requirements of the program;
(9) reporting to the Director of Lending

While other duties may be assigned as needed, ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

ADMINISTRATIVE

- Developing, implementing, and overseeing all operating procedures in accordance with SBA and CVC requirements and guidelines.
- Assuring compliance with SBA requirements and guidelines in data collection and reporting, and other areas.
- Responding in a timely manner to the needs and requests of clients, collaborators, and partners.
- Developing agreements and memoranda of understanding with participating organizations and agencies.

- Maintaining communication among CVC and WBC staff and attending all relevant organizational meetings.
- Assisting in hiring, training, supervising, and evaluating staff to ensure successful and accountable program results.
- Supporting, implementing, and promoting compliance with CVC's Diversity and Equal Opportunity Plan in all aspects of employment and education; encouraging cultural and ethnic diversity in staffing, curriculum, programs, and services.
- Maintaining a safe work environment, enforcing safe work practices, reporting and investigating accidents, maintaining necessary documentation, policies and procedures, and requiring employees to receive mandated training.

BUDGETARY/FINANCIAL

- Developing, managing and administering the WBC program and budget, in accordance with recognized good accounting practices, and SBA and CVC guidelines and requirements.
- Overseeing proper and accurate collection and reporting of financial and performance data.
- Preparing and submitting requests for reimbursement, budget amendments, contract closeout reports, and quarterly and annual program reports to the CVC CEO, or the CEO's designee.

PROJECT MANAGEMENT

- Maintaining, managing, and growing economic development projects within the scope of the WBC and CVC.
- Organizing a WBC Center Advisory Council
- Establishing a regular meeting schedule for the WBC Advisory Council, providing appropriate information and agendas in *advance* of meetings, facilitating management presentations and dialogue, and issuing timely meeting minutes.
- Preparing project reports and conduct project evaluations (monthly reports).

COMMUNITY OUTREACH, NEEDS ASSESSMENT & ON-GOING STRATEGIC PLANNING

- Researching existing programs and services in each respective territory and determining the needs of the local aspiring and existing small business communities in order to develop effective programs and services
- Managing and sustaining mutually supportive relationships with the SBA through the Kentucky SBA District Director and relationship with other WBC partners
- Establishing relationships with colleges, universities, research, community and government institutions throughout the state.
- Participating, STATEWIDE, in community organizations and activities relevant to CVC's and the WBC's mission; concentrating efforts in the larger cities of Louisville/Jefferson County and Lexington/Fayette County
- Identifying under-served communities and strategies to reach them
- Exploring strategies and opportunities for job-creation and revenue-generation
- Maintaining a short term workplan and accomplishments record

- Determining the needs of the local small business community to develop effective WBC services
- Developing, implementing and supervising specific ancillary training modules to expand and complement existing business development training programs.
- Providing in-depth, high quality, one-on-one business counseling and specialized training to business owners and prospective business owners. Serving as a mentor to WBC clients.
- Coordinating and leveraging the resources of community small business organizations and agencies to provide a comprehensive assistance delivery system.
- Providing leadership in community small business assistance services.
- Developing and implementing plans for marketing, public relations, and outreach activities throughout WBC territory.
- Speaking to community groups to explain and interpret agency purposes, programs, and policies.
- Maintaining the reputation and positive regard held by the WBC in the community.

SUPERVISORY RESPONSIBILITIES: This job may have supervisory duties over three subordinate positions. Works with and ensures training of EVP's, Directors of Business Development and Business Development Specialists in the requirements of the WBC when applicable.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: 1) Extensive experience as a small business owner or manager; 2) An education level that consists at minimum a bachelor's degree in business administration, management or related field from a four-year college or university; or 3) Four to five years related experience and/or training in the provision of training and technical assistance to entrepreneurs and small businesses; or equivalent combination of education and experience. Must be proficient in Microsoft Word and Excel.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The employee will be required to do some traveling.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee might encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER

Devanny Paige King, MBA

devpking@gmail.com | www.linkedin.com/in/DevannyKing

EXPERIENCE/SKILLS

- 5 years of International Work Experience in Australia, Spain, Mexico, and China
- NASBITE certified Global Business Professional
- 10 years in Management & Leadership Consulting and Education
- National Conference Speaker: America's Small Business Development Center

RELEVANT CAREER EXPERIENCE

Women's Business Center of Kentucky Lexington, Kentucky

Executive Director (April 2023-present)

- Ensuring the agency's compliance with all program goals, objectives, policies, and funding requirements
- Preparing all funding reports, conducting surveys, and all other administrative requirements for the program
- Collaboratively and effectively work with outside agencies to provide maximum support for women and disadvantaged entrepreneurs
- Consulting with clients who are starting or expanding their business ventures and assisting when necessary in obtaining appropriate funding

Georgetown College- Adjunct Professor, Entrepreneurial Leadership (Aug 2021-Dec 2023)

- COMM 350 COURSE DESCRIPTION: The course examines the Entrepreneurial Leadership factors needed to bring about enterprise transformation or transition from start-up to ongoing operations and ultimately to a sustainable business model. Theories and related research are conducted within the course in addition to "best" and "worst" practices, using case studies, lectures, and outside speakers.

Kentucky Small Business Development Center Lexington, Kentucky

Business Consultant (Aug 2020-April 2023)

- Facilitating sessions to help entrepreneurs develop appropriate business models, business plans, financial projections, cash flow models, marketing plans, loan packaging, and core processes
- Coaching entrepreneurs launching new businesses and growing or diversifying mature businesses
- Building and maintaining close professional relationships with small businesses throughout the region.
- Collaboratively and effectively work with partner organizations, including hosts, state and federal resource partners

International Trade Team Lead (Aug 2021- present)

- International business planning assistance: product preparation, market analysis, logistics, documentation, financial analysis, compliance and legal considerations
- International market intelligence support: identify potential export markets, assess target markets, find foreign buyers and distributors
- Export forums, trainings, workshops, and in-house training
- Collaboratively work in partnership with federal and state agencies that assist small business exporting clients

Enriched LLC- Founder & Coach (April 2020-present)

- Develop, facilitate, and promote growth opportunities to clients seeking professional and personal development strategies.
- Course creation for professional development: optimizing organizational culture, leadership training, effective communication, networking, and career development
- Promoting professional and personal development everyday strategies through blog articles, public speaking agreements, and in-person team trainings.

CRCC Asia- General Manager (February 2019-November 2019) Beijing, China

- Oversee regional employees of the Beijing office by providing training to new employees and mentoring existing employees to achieve personal and corporate goals
- Monitor and control expenses for the Beijing expenses of $300,000 USD annually
- Effectively lead and monitor KPIs for the Business Development and Program Management teams
- Expand the partnership portfolio and connect with potential stakeholders

Starz Sports- Project Manager (October 2018- February 2019) Beijing, China
- Work alongside the company and its affiliates to manage and execute all programs involving the Yao Ming Youth Basketball Development entity.
- Establish and conduct inter-scholastic competition, while communicating positive character development concepts to players and parents.

Professional Athlete, Basketball
FC Barcelona/Barça CBS, Federación Española de Baloncesto Liga Femenina 2 (2018 Season) Barcelona, Spain
Kalamunda Eastern Suns, Western Australia State League Basketball(2017 Season) Perth, Australia
Lakeside Lightening, Western Australia State League Basketball (2016 Season) Perth, Australia
- Compete and perform at a high-level of basketball as a restricted import player
- Represent the brand of the basketball club on and off the court

Impressions Marketing and Events- Account Manager (October 2016-August 2018) Lexington, Kentucky
- Helping organizations build their brand by using integrated marketing strategies and effectively executed events
- Amplifying brands for businesses and non-profits in the areas of: event marketing, digital marketing, graphic and web design, video production, public relations, radio and broadcast
- Manage select accounts by tailoring the work provided to their specific needs and organizational goals. Serve as the communication liaison between the clients, suppliers, and distributors

98five Sunshine FM- Public Relations Manager (October 2016- October 2017) Perth, Australia
- Promote the activities and content of the federally-licensed, community-operated radio station and its various sub-units to the wider community
- Responsibilities include, but not limited to: press releases, media contact, developing and maintaining key stakeholder relationships, events involvement and organization, promotional media and networking opportunities
- Develop and administer proposals for on and off air promotions to increase profile and market-share / audience goals

98five Sonshine FM- Operations Manager (March 2016- October 2016) Perth, Australia
- Coordinate and administer a range of operational and administrative activities in direct support of the delivery of 24-hour radio programming by the station
- Participate in the development and administration of strategic and operating plans, and evaluate programs for compliance with the overall mission of the station.
- Monitor, manage and improve the efficiency of support services such as IT, HR, Accounts, Sales and Finance

SteinGroup, LLC. – Business Research Associate (May-December 2015) Lexington, Kentucky
- Prepare market research on behalf of clients and provide consulting on marketing campaign strategies
- Assist staff and clients in the design, execution and evaluation of projects, including literature reviews, surveys, focus groups, data integration and analysis

EDUCATION
Georgetown College
- Bachelor of Science: Business Administration & Communication and Media Studies, Magna Cum Laude

Western Kentucky University
- Master's in Business Administration

CERTIFICATES:
- Kentucky Colonel - The Honorable Order of Kentucky Colonels issued February 2024
- NASBITE Certified Global Business Professional
- Diversity and Inclusion in the workplace by ESSEC Business School
- Export and Trade Counseling Intermediate Level presented by SBA and TPCC

Community Leadership & Board Positions:
- Kentucky District Export Council (2024-present)
- Kentucky Small Business Development Center (2023-present)
- YOU ARE Co. (2019-2022)
- Diversity & Inclusion Committee Member, Georgetown College (2020-2021)

Community Ventures Corporation **Job Description**

JOB TITLE: PRESIDENT OF LENDING

EMPLOYEE NAME:	Brenda Weaver		
DIVISION:	Lending	LOCATION:	Lexington
SUPERVISOR:	Kevin R. Smith	PREPARED BY:	Kevin R. Smith
SALARY LEVEL:	Competitive	PREPARED DATE:	10/26/2016
APPROVED BY:	Kevin R. Smith	APPROVED DATE:	10/26/2016
FLSA STATUS:	Exempt	% OF FTE:	100%

SUMMARY: Manages and directs CV's Lending Company, supervises multiple staff at multiple locations and ensures compliance with all program goals, objectives, policies and procedures. Ensures that each appropriate staff member consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Technical Assistance and Training

Works through staff to ensure program goals are achieved.

Markets programs throughout CV service area.

Maintains sufficient contact with public, peers, etc. to ensure partnership goals are achieved.

Oversees interviews with clients to determine clients' personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Oversees analysis of data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Establishes, sets up and maintains training facilities when applicable.

Oversees the presentation of established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Oversees the scheduling of presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

Lending

Markets CV's business loan products and generates sufficient activity to meet established goals.

Ensures adherence to all Lending Company policies and procedures, both written and non-written.

Oversees the gathering of appropriate information pertaining to each assigned client's loan request such as sources of income, history and reliability of income, current debts, payment history, assets, etc.

Ensures that clients are assisted in filling out the loan or credit application including required proformas.

Advocates for client during loan review and approval process.

Ensures ongoing contact with client to provide technical assistance and ensure current status of loan.

Data Collection and Reporting

Ensures completion of all client-related documents and submission to the appropriate date collection personnel or file.

Oversees documentation in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to funders to ensure compliance with Corporation's contractual agreements.

SUPERVISORY RESPONSIBILITIES: Supervises all Lending Company personnel. Ensures compliance with personnel policies and procedures. Motivates, trains, and maintains staff efficiency.

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Extensive experience as small business owner or manager; bachelor's degree (B.A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS: Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY: Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Community Ventures is an Equal Opportunity Employer.

BRENDA K. WEAVER, Master CMB

PROFESSIONAL EXPERIENCE

COMMUNITY VENTURES, Lexington, KY **2016-Present**

VP of Business Development for eHome America – Began in January of 2016 with responsibility for outreach and business development for CV's online homebuyer education product, working with HFA prospects around the nation. In mid-2017, moved to also take over responsibilities of President of Community Ventures' Housing Company, where I oversee the Homeownership Center and residential development activities of the organization.

President, Lending Company - Assumed additional responsibilities of overseeing all of Community Ventures' lending activities, including residential, small business, and micro-lending. This includes the origination and servicing of these loans, as well as managing and developing relationships with funders and lending partners, federal and state agencies, and other investors.

KENTUCKY HOUSING CORPORATION, Frankfort, KY **2008 – 2016**

Assistant Deputy Executive Director, Housing Programs and Production – Provided leadership and guidance for the corporation's program areas, including Multifamily, Single-family/Homeownership, Housing Contract Administration, and Tenant Services. Included in those program areas are multiple HUD programs (HOME, ESG, HOPWA, CoC, HUD 811, Olmstead, and Chaffe); LIHTC; Tax-Exempt Bond; Fannie Mae; Ginnie Mae; Hardest Hit Fund; and Project-Based and Tenant-Based Rental Assistance. Additionally, I oversaw the energy programs, including Kentucky Home Performance for residential properties. Wrote formal policies and procedures for multiple program areas.

Formerly served in executive management positions as Chief Strategy Officer; Chief Program, Policy, and PR Officer; and Chief Program and Policy Officer. In those positions, I had executive management oversight for the following areas: Specialized Housing Resources, Tenant-Based Rental, Loan Servicing, Single-Family Homeownership, Communications, and Organizational Planning and Performance.

NFCDCU, New York, NY **2007 – 2008**

Director, CDCU Mortgage Center – Managed operations of the Mortgage Center, an LLC of the National Federation of Community Development Credit Unions. Conducted research and analysis around foreclosure issues and the housing crisis, and disseminated information through webinars, conference calls, and education forums for credit union members across the country. Provided training and technical assistance to member credit unions. Managed the Federation's partnership in the national Fair Mortgage Collaborative initiative and HUD's HOPE NOW Alliance. Additionally, I managed the Federation's new business as a HUD counseling intermediary, where I administered grants, monitored performance, and provided technical assistance to sub-grantees who were providing housing counseling.

FANNIE MAE, Lexington, KY **2000 – 2007**

Represented Fannie Mae in the local community, the state, the region, and on a national basis in the following capacities:

Lead Director, East Central Cluster - Provided leadership during a corporate re-organization and oversaw

activities in East Central group of Community Business Centers in the Central Region for Fannie Mae. Area included multiple offices in TN, OH, KY, and WV.

National Coordinator, Housing Finance Agency (HFA) Strategy Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit; worked with HFAs nationally to encourage participation in NCSHA affinity agreement (a special single-family loan product developed specifically for HFAs); developed individual strategies with HFAs; worked on individual product development, pricing issues, portfolio acquisitions, and other issues related to the overall HFA/Fannie Mae relationship.

National Coordinator, Public Housing Authority Team – Led 6 regional coordinators from across the country who served as liaisons between Community Business Centers and Public Entities business unit, working with Public Housing Authorities to source community development business for the company.

Director - Kentucky Community Business Center – Managed Fannie Mae operations in Kentucky and oversaw development of affordable housing initiatives and investments of single-family, multi-family, and community development resources across Kentucky.

- Sourced affordable housing transactions by working with developers, non-profits, lenders, and municipalities to identify single-family, multi-family, and community development investment opportunities. These included LIHTC equity investments, short-term and long-term debt investments, and permanent financing.
- Relationship management – developed and managed relationships with housing partners across the Commonwealth, including lenders, non-profit and for-profit housing providers, advocacy groups, municipalities, and elected officials.

ACKINSON FINANCIAL SERVICES, INC., Lexington, KY **1995 - 2000**

President/CEO and Owner

Performed consulting services for banks, credit unions, mortgage companies, CDFI's, and non-profit agencies. Consulting services included training (both classroom and individual); strategic planning; program and product development; creation of strategic partnerships and alliances; compliance training and review; problem-solving; and developing policies and procedures. A full client list is attached.

- As consultant for the National Federation of Community Development Credit Unions, wrote and instructed a mortgage lending school for the NFCDCU member institutions. Courses provided participants an opportunity to learn about all aspects of mortgage lending with emphasis on providing affordable financing for lower-wealth clientele. The school was held each year at New Hampshire College.

Conducted financial education and housing counseling through a subsidiary known as "CredAbility," providing pre-purchase counseling for bank and non-profit referrals as all as financial planning for a wide variety of clients.

COMMUNITY BANK OF LEXINGTON, INC., Lexington, KY **1989 - 1995**

President and CEO

Executive Vice President/Director of Loan Operations

Responsible for all lending activities prior to being promoted to President/CEO. Led the organization through tremendous change, from the start-up as a de novo bank, to a successful financial institution, and through a complete re-organization as we merged with another bank.

As Director of Loan Operations, responsibilities included:

- Management: Oversaw asset/liability function, budget/profitability, advertising, strategic planning, investments, etc. Served on bank's Investment, Risk Management, Loan, and Strategic Planning Committees and was member of bank's Board of Directors.
- Secondary marketing: Consistently increased fee income for the bank through secondary market loan sales activities; established investors and maintained relationships with outside sources for loans. Managed production pipeline by setting prices daily, negotiating loan sale commitments;

supervised all reporting, accounting, and sales of loans to investors.

- Underwriter: Am an approved FHA and FHLMC underwriter, and underwrote all portfolio and secondary market real estate loans not originated personally.
- Servicing: Oversaw both portfolio loans and secondary market (Freddie Mac) loan servicing.
- Compliance and CRA Officer: Consistently achieved an "Outstanding" rating and served as bank's affordable housing and community investment representative.
- Personal loan production: Originated majority of bank's real estate loans.

VARIOUS MORTGAGE COMPANIES AND BANKS **1977-1989**

EDUCATION

- 3-year Graduate School of Banking, University of Wisconsin, Madison, Wisconsin
- Received "Certified Mortgage Banker" designation, Mortgage Bankers Association of America (currently designated as a Master CMB, indicating expertise in residential and commercial lending as well as mortgage policy)
- 3-year MBA School of Mortgage Banking, University of Florida and Northwestern
  - Mortgage Bankers Association of America
- BA in English & Education – University of Kentucky & Berea College

AWARDS AND PROFESSIONAL AFFILIATIONS

MORTGAGE BANKERS' ASSOCIATION OF THE BLUEGRASS
Mortgage Banker Hall of Fame Award for lifetime achievement
Named Lifetime Director
Served as President, Vice President, & Secretary-Treasurer
Named *LEXINGTON MORTGAGE BANKER OF THE YEAR*

MORTGAGE BANKERS' ASSOCIATION OF KENTUCKY
Named Lifetime Director
Served as President, Vice President, & Secretary-Treasurer
Named *KENTUCKY MORTGAGE BANKER OF THE YEAR*

MORTGAGE BANKERS' ASSOCIATION OF AMERICA
Served on Legislative, CMB, and State and Local Liaison Committees

COMMUNITY LEADERSHIP

One of the organizers of two financial institutions and one non-profit:
Community Bank (currently Community Trust)
LexLinc Community Development Federal Credit Union
REACH, Inc.

Previous board positions:

Community Bank
Appalachian Federal Credit Union Board
Chair, Finance Committee
LexLinc Community Development Federal Credit Union
Served two terms as REACH Board Chair
H.E.A.D., Inc. (non-profit venture capital fund)
American Red Cross
Central Christian Church Foundation for Affordable Housing
Central Christian Church's St. James Place
Realtor/Community Housing Foundation
Affordable Housing Alliance
Comprehensive Housing Affordability Strategy,
"Committee of the Whole" which drafted state housing strategy
Homeless and Housing Coalition
Mayor's Task Force on Homelessness
Lexington Forum
TEAM Lexington Task Force (strategic plan for LFUCG human resources)
NEW CENTURY LEXINGTON Task Force (creating private/public partnerships)
The Housing Foundation, Inc.
Central Christian Church
St. James Place
Named one of the "*TOP WOMEN IN BUSINESS*" for two years by *Lane Report*
Leadership Lexington Graduate
Lexington-Fayette County:
Industrial Revenue Bond Review Board
Community Development Corporation Board

WBC OF KENTUCKY

Event and Program Coordinator

The Women's Business Center (WBC) of Kentucky serves entrepreneurs and small business owners in every stage of business. We aim to provide best-in-class coaching, in-demand services, and relevant programs to foster the success of small businesses.

The Event and Program Coordinator will assist the project team by coordinating and executing various projects in support of the center's mission, including event planning and programmatic support activities.

Essential Duties

Client Relations:

- Practices radical hospitality to all guests through virtual and in- person interactions
- Develops a good understanding of all WBC of Kentucky, Community Ventures and U.S Small Business Administration policies and procedures.

Program and Administrative Support:

- Assists in answering phones and emails and assisting clients with questions and next steps
- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- Participates in the collection of client feedback on programs and collection of economic impact data for grant reporting purposes.
- Assist with meeting set up and take down to include safety protocols.
- Completes tasks for small business resource development.
- Ensure all client data is maintained and recorded in the organization's CRM.
- Takes on research as directed.

Event Planning:

- Assists with special conferences, summits, workshops, meetings, certifications, workforce events, and all other activities associated with the clients.
- At the direction of the Executive Director, coordinate logistics for events, including venue selection, catering, audiovisual requirements, and on-site coordination.
- Assist in the development of promotional materials.

Qualifications

Education/Experience:

- High School graduate, college degree preferred.
- Extensive knowledge of Microsoft Office Suite, scheduling software and email are required.
- Experience with business communications, scheduling, and meeting & event planning.
- Previous experience working with a nonprofit organization is desirable.
- Previous experience with a Customer Relationship Management System is preferred.
- Event Planning 1-2 years (required)

Communication

- Ability to communicate well-listening, verbal, and written mediums.
- Ability to communicate with co-workers, clients, vendors, and others in a courteous and professional manner.
- Ability to deal with a diverse group of external callers and visitors as well as internal contacts.
- Commitment to keeping management informed of activities and any significant problems.

Skills

- Ability to work independently with accountability for accurate and complete results.
- Extremely organized and exceptionally detail-oriented.
- Works well both independently and in a team environment.
- Energetic in a fast-paced work environment.
- Able to analyze information and respond appropriately.
- Ability to multi-task in a pleasant manner and work well under pressure.

Attributes

- Motivated to improve processes, procedures, and the work environment.
- Professional appearance and manner.
- Desire and ability to learn.
- Well-organized and detail-oriented.
- Honest and trustworthy.
- Self-Starter.
- Strong work ethic, self-motivated, dependable, respectful, flexible, and positive.

The Event and Program Coordinator will embrace our mission, culture, and core values, and comply with all federal, state, and local legal and tax requirements.

Equal Employment Opportunity (EEO)

Kana L. Brown

Jeffersonville, IN 47130
812.213.7273
info@kanabrown.com

SUMMARY

Creative and results-oriented multi passionate professional with over 10 years of experience in community building, and business development. Expertise in building and nurturing relationships with businesses, creatives, and the community.

EXPERIENCE

Content Creation, Remote - *April 2021 - Present*

- Photography
- Video editing
- Blog Copy
- Negotiating brand deals
- Creating campaigns meeting timelines

Evansville Black Chamber of Commerce, Evansville, IN - *Vice President July 2020 - March 2023*

- Creating Programming
- Creating community partnerships and events
- Mentoring small businesses
- Website creation
- Creating fundraising campaigns

Love IT! EVV, Evansville, IN - *Founder, CEO April 2014 - October 2018*

- Creating community partnerships and events
- Creating marketing campaigns
- Fundraising with local businesses
- Building brand awareness for independent businesses

Level Up Lou, Louisville, KY - *Community Manager March 2017 - June 2018*

- Pitching and securing brand partnerships
- Point person for communication between businesses and creatives for pop up classes
- Negotiating contracts for teachers
- Securing spaces for pop ups

The Beauty Room, Evansville, IN - *Founder, LE April 2012 - April 2023*

- Managing space for wellness + beauty businesses
- Creating community partnerships and events
- Mentoring small businesses
- Facilitating holistic skin care classes
- Building brand awareness for independent businesses

EDUCATION

University of Southern Indiana, Evansville, IN - Business Marketing and Communications
January 2009 - May 2011

SKILLS

- Business Development
- Brand Partnerships
- Community Building
- Creative Problem-Solving
- Team Building
- Project Management
- Strong Communication
- Content Creation

AWARDS

News 4U 20 Under 40, *2015*

Best of Issue Evansville Living*, 2018*

Junior League 20 Under 40, *2020*

Leadership Everyone, Program Award in Community + Neighborhood, *2021*

Goldman Sachs Black in Business, *2022*

Community Ventures Corporation **Job Description**

JOB TITLE: Business Coach

EMPLOYEE NAME:	Yet to be Determined		
DIVISION:	Business Development	LOCATION:	Lexington
SUPERVISOR:	Devanny King		
SALARY LEVEL:	Competitive		
APPROVED BY:	Kevin R. Smith		
FLSA STATUS:	Exempt		
% OF FTE:	100%		

SUMMARY: Consults with clients to define personal and business needs or problems; provides individual technical assistance or classroom training to address the needs or problems; assists clients, when necessary, in obtaining appropriate financing for their business concerns; and provides post-loan-closing technical assistance as needed. These functions will be completed by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Technical Assistance and Training

Interviews client to determine client's personal and business needs including current family income, assets, liabilities, cash flow, insurance coverage, tax status, and financial objectives.

Analyzes data to determine solutions such as development of business plan, financing, development of additional financial and organizational management skills, installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services.

Assists clients with bookkeeping, marketing, business plan development and implementation, legal and insurance issues.

Utilizes and refers clients to other sources to obtain necessary services.

Establishes, sets up and maintains training facilities when applicable.

Presents established and effective business training courses using approved curricula and appropriate training methods, techniques, and ideas.

Schedules and introduces presentations by internal or outside lecturers, motivational speakers, and sales or product specialists.

Assists in developing new training courses associated with enhancing the success of clients and introducing new products or services.

Studies and develops skills in use of better teaching and training methods.

Keeps informed on new developments, methods, and techniques in the business training field.

Data Collection and Reporting

Ensures completion of all client-related documents and submits them to the appropriate data collection personnel or file.

Documents in detail all technical assistance provided to customers and ensures the documentation is recorded in client files.

Provides necessary data to contract management personnel to ensure compliance with Corporation's contractual agreements.

SUPERVISORY RESPONSIBILITIES: None

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: Extensive experience as small business owner or manager; bachelor's degree (B. A.) from four-year college or university preferred; or four to five years related experience and/or training; or equivalent combination of education and experience.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee must frequently lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet.

COMMUNITY VENTURES IS AN EQUAL OPPORTUNITY EMPLOYER

GUIDE REALTY
"GUIDING YOU HOME"

May 30, 2024

Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

To whom it may concern:

Please consider this letter as both a professional reference and a strong endorsement of the work that is being done by the Women's Business Center of Kentucky and its Executive Director, Devanny King. WBC of Kentucky has been a major resource of both information and connection for myself and my company, Guide Realty.

The WBC of Kentucky currently offers programming such as Strong Women, Strong Coffee; Women in Business Expo; Empowering Excellence Panel; and 1:1 coaching. These services are invaluable to all business owners, but essential to women and minority-owned businesses who have historically had less access to these types of resources. Recent topics have included Business Finance, Growth and Expansion Planning, Health and Wellness and Marketing Strategies. Industry professionals have shared information and offered additional resources to current and aspiring entrepreneurs. All of these services have been offered at no charge to the participants.

While the number of women and minority-owned businesses is increasing, the financial gain of these businesses continues to lag behind. WBC of Kentucky's focus on this segment of entrepreneurs is essential to closing this financial gap and supporting the success of our local businesses. Any financial support for the WBC of Kentucky will further the commitment to our community's women and minority-owned businesses.

Please feel free to contact me for additional information or input.

Most sincerely,

Raquel E Carter

Raquel E. Carter, Owner
Guide Realty, Inc.
(859) 421-8984

KY APEX ACCELERATOR

Kentucky APEX Accelerator

Friday, May 31, 2024

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

SUBJECT: Support Letter for the Women's Business Center of Kentucky

I am writing on behalf of the Kentucky APEX Accelerator (formerly KYPTAC), a federally funded grant hosted by Kentucky Science and Technology Corporation (KSTC), to express our support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington.

Through this funding, WBC aims to provide a business coach to support women and minority-owned businesses in Lexington through initiatives such as Strong Women Strong Coffee, Women in Business Expo, Empowering Excellence Panel, and 1:1 coaching. These efforts are crucial for fostering our region's diverse and robust business community.

The KY APEX Accelerator serves as the primary resource for government contracting assistance in Kentucky. Its goal is to enhance the state's economic engine by aiding companies in their endeavors to provide products and services to federal, state, and local governments. We offer resources through counseling and coaching to help businesses, particularly those facing socio-economic barriers, navigate the public marketplace.

We anticipate that we can assist WBC in one or more of the following ways:

- Identification and referral of qualified businesses.
- Assisting with readiness for government contracting and subcontracting.
- Supporting events such as small business certifications and industry days to provide small businesses with access to resources.
- Offering training on best practices to small businesses.

We look forward to collaborating with the Women's Business Center of Kentucky to employ sustainable best practices for supporting disadvantaged businesses in Lexington and beyond.

Sincerely,

Nancy Brown
Executive Director
The Kentucky APEX Accelerator

May 31, 2024

To whom it may concern,

As an entrepreneur, an advocate, and community development service provider, it is my pleasure to provide support for the addition of a business coach to support WBC activities in Lexington and across the Commonwealth. After assisting with and experiencing a WBC Expo in London this year, it is clear to me that this is a vital support service to our communities.

At the London event, which featured popular WBC sessions like a Strong Women, Strong Coffee hour and an Empowering Excellent Panel, women from across the region gathered to share, encourage, and provide wise counsel to other women in business. Some traveled more than an hour to attend! We received amazing feedback, including gratitude for a place to feel heard, to meet other women with similar goals and challenges, and connect to previously unknown financial and developmental resources. It would be our pleasure to host another session as soon as possible! Partnering with the WBC to provide this Expo made possible what we may lack in infrastructure and resources to provide regionally.

Without events like these (which require extensive coordination and time), these women fall prey to a common limiting belief – that entrepreneurship **must** be solo-preneurship. Business ventures that operate in a silo often fail because they do not receive the support they need. This proposal to add a business coach to support these initiatives is an exciting (and necessary) next step to expand capacity of the WBC to better meet these needs. Thank you for considering this opportunity and investment.

Jordyne Carmack

Jordyne Carmack, PhD

Executive Director, **Leadership Tri-County**

Co-Chair, **Women in Business Initiative – London-Laurel County Chamber of Commerce**

Owner, **AuthentiLead**

Ziva Voices

Dr. Kinga Mnich
Founder & Director
Ziva Voices - HerStory in the Making
hello@zivavoices
05/30/2024

Lexington-Fayette Urban County Government

To whom it may concern,

I am writing on behalf of Ziva Voices to express our enthusiastic support for the Women's Business Center of Kentucky (WBC) in their funding application to the city of Lexington. The WBC's initiatives are vital for nurturing a diverse and dynamic business community in our region, and we believe that their efforts will significantly benefit women and minority-owned businesses in Lexington.

Through this funding, the WBC aims to provide a business coach to support local entrepreneurs via various programs such as Strong Women Strong Coffee, the Women in Business Expo, the Empowering Excellence Panel, and 1:1 coaching. These initiatives are designed to empower business owners, foster networking opportunities, and provide essential resources for growth and development.

Our collaboration with the WBC of Kentucky has demonstrated their commitment to these goals:

Empowering Excellence Panel:
In March 2024, in honor of Women's History Month and International Women's Day, Ziva Voices partnered with the WBC to implement an immigrant-owned and women-owned business panel at the Lexington Public Library, East Branch. This event featured welcoming remarks by Councilmember Jennifer Reynold and Isabel Taylor with Global Lex. The panel provided a valuable platform for entrepreneurs to connect with local business resource providers, fostering a supportive and collaborative community.

Women in Business Expo:
In November 2023, we attended the Women in Business Expo in Louisville, organized by the WBC. The event featured 12 local, state, and federal business resource providers in the exhibit hall, offering business owners access to crucial support and information. Additionally, the WBC hosted a pitch competition, which resulted in $7,500 in sponsorship funds for three women-owned businesses. This initiative not only provided financial support but also recognition and encouragement for these entrepreneurs.

We look forward to continuing our collaboration with the Women's Business Center of Kentucky to further support and empower women and minority-owned businesses in Lexington. Their work is instrumental in creating a thriving, inclusive business environment that benefits our entire community.

Ziva Voices

Thank you for considering their application for funding. We are confident that with your support, the WBC will continue to significantly impact the Lexington business community.

Sincerely,

Dr. Kinga Mnich
Founder & Director
Ziva Voices - HerStory in the Making

ANNUAL REPORT

20

A YEAR OF GROWTH & PROSPERITY

23

Women's Business Center
OF KENTUCKY

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WBC OF KENTUCKY

Building a Legacy, Embracing the Future

Welcome to our Annual Report, a showcase of our achievements, progress, and commitment to excellence throughout the year.

Leading with Vision, Inspiring Success

Dear Valued Partners and Stakeholders,

I am delighted to present the Annual Report for the Women's Business Center of Kentucky for the year 2023. This report encapsulates the remarkable journey and achievements of our center as we continue to empower and uplift women entrepreneurs throughout the Commonwealth. None of this would be possible without the steadfast support of our community, sponsors, and dedicated team.

It has been a year of celebrating the legacy of Phyllis Alcorn who retired in March after 6 years spent as the Director of the WBC of Kentucky. In her retirement announcement, Phyllis shared, "the most important thing is the client. Our goal is to make sure that the client is equipped with all the tools, knowledge and information that they need to succeed in business."

I had the opportunity to become the Director in April of this past year. As the Director of the WBC of Kentucky, I extend my heartfelt gratitude to each of you for your unwavering support throughout our time of transitions in 2023. Your commitment to our mission has been the driving force behind our success, and we are immensely grateful for your contributions as champions for the WBC of Kentucky.

As we reflect on the accomplishments of the Women's Business Center of Kentucky throughout 2023, it brings me immense pride to share our journey of empowerment, growth, and community impact. Together, we are fostering a dynamic ecosystem that celebrates and supports women-owned businesses.

Our programs, from personalized 1:1 advising to educational training sessions and impactful events, have continued to be catalysts for success. The stories of triumph and perseverance we've witnessed this year are a testament to the strength and determination of the women entrepreneurs we serve.

The partnerships we've cultivated have played a pivotal role in our success. I want to express my sincere appreciation to every sponsor, collaborator, and supporter who has played a crucial role in furthering our mission. Your belief in our vision has propelled us forward, allowing us to make a meaningful difference in the lives of women business owners and their local economies.

In the coming year, we aspire to build on this momentum. Our commitment to fostering growth, providing strategic guidance, and creating opportunities for connection remains steadfast. We look forward to expanding our impact, reaching new milestones, and continuing to be a beacon of support for women entrepreneurs in Kentucky.

As we turn the page to 2024, I invite you to join us in this exciting chapter of growth and empowerment. Together, we will continue to shape a future where women entrepreneurs thrive and lead.

Sincerely,

Devanny King

Devanny King Executive Director

Celebrating Breakthroughs, Inspiring Progress

↑ **330**
Unique Clients Served

↑ **64%**
Above goal of 220

↑ **54**
Business starts

↑ **54%**
Above goal of 35

↑ **52**
Entrepreneurs accessing capital

↑ **108%**
Above goal of 25

4.97 ★
Event Rating
Women in Business Expo
Average out of 5 stars

↑ **12**
Strong Women Strong Coffee events

↑ **3**
Women In Business Expos

Celebrating Breakthroughs,

Inspiring Progress

Key Achievements

The actions that influenced the results for each measured category were our consistent efforts in providing virtual services, both 1:1 counseling and our business builder workshop. Unique outreach strategies in various regions of Kentucky also led to increased WBC services rendered.
For the first time since the Pandemic, we resumed our in-person 4th Friday coffee roundtable meeting in Louisville – the first since March 2020. We averaged around 15 entrepreneurs at each event.

In addition, we hosted Women's expos in cities that had never historically been an event location. These expos were purposely held in Western Kentucky (Bowling Green and Owensboro) along with established community partners to expand our brand awareness as a trusted technical service provider.

We decided to bring back the WBC Expo to Louisville and adapt to regional needs that included a women-only pitch competition with a total of $7,500 in cash prizes, an exhibit hall with local resource providers, empoering excellence panel, and an evening event to offset childcare limitations that were formally in place for events taking place during the day.

New this year was our participation in a Galentine's Day event in Louisville, where the WBC was a sponsor. The focus of this event was women business owners selling women related items and goods to women. Woman Owned Wallet was the host. We spoke at a young women's leadership conference, offering tools and advice for starting and growing a business.

The WBC partnered with Truist Bank to host Women's expos in Bowling Green and Owensboro assisting over 60 women in Western Kentucky. To assist women business owners impacted by the natural disasters that hit our state, we made ourselves available and offered our services to aid those affected, including in-person events in Fulton and Mayfield, Kentucky.

WBC Director, Devanny King was the featured keynote speaker for the Small Business Awards that had taken place in Ashland, KY sharing with the Northeast region of the state the services and programs that the WBC offers. She was also the featured keynote speaker for the Campbellsville's Women in Business Luncheon.

Uniting Talents, Fueling Innovation







Uniting Talents, Fueling Innovation

Partnerships + Collaboration

WBC of Kentucky continued healthy partnerships with SBA, Community Ventures, SCORE, SBDC, Veterans Business Outreach, PNC Bank and Export Assistance Centers to market its resources.

Additionally, we've created strategic alliances and partnership opportunities with professional networks such as the Mountain Association (Appalachia), Women Leading Kentucky, Woman Owned Wallet, Network of Entrepreneurial Women (NEW), NAWBO, KY APEX Accelerator, Ohio WBC, KY Cabinet for Innovation and Entrepreneurship, Tri-State Minority Business Supplier Council, WBCORV, Louisville Metro Government, Kentucky DEC, Lexington/Fayette Urban County Government, Truist Bank, Louisville Public Library, and others.

These organizations continue to market the WBC by providing clients with information about our resources and making referrals.





Uniting Talents, Fueling Innovation

Community Outreach

Women In Business Expo

The WBC of Kentucky orchestrated a dynamic event in Bowling Green on June 21st, featuring workshops on starting a business, social media marketing, and small business finance for 30 attendees. Sponsored by Truist, First Bank, South Central Bank, and CREATE WKU Innovation Campus, the event showcased vendors representing woman-owned, minority-owned, and family-owned businesses. The excitement carried on into the next day in Owensboro for another Women in Business Expo, where 30 attendees engaged in enriching workshops sponsored by Truist Bank, The Party Space Place, and South Central Bank, with vendors highlighting diverse businesses.

A pivotal event in Louisville on November 9, 2023, drew 80 attendees, featuring a panel of prominent women-owned and minority-owned businesses, an exhibit hall with 14+ local resource providers, and the excitement of awarding $7,500 to the top three pitch finalists. Sponsored by Truist Bank, KY Cabinet of Economic Development, Erigo Inc., SCORE, Ten20 Brewery, and W.O.W Factor Collective, the event showcased vendors and solidified meaningful partnerships, particularly with Community Ventures.

Empowering Excellence Panel

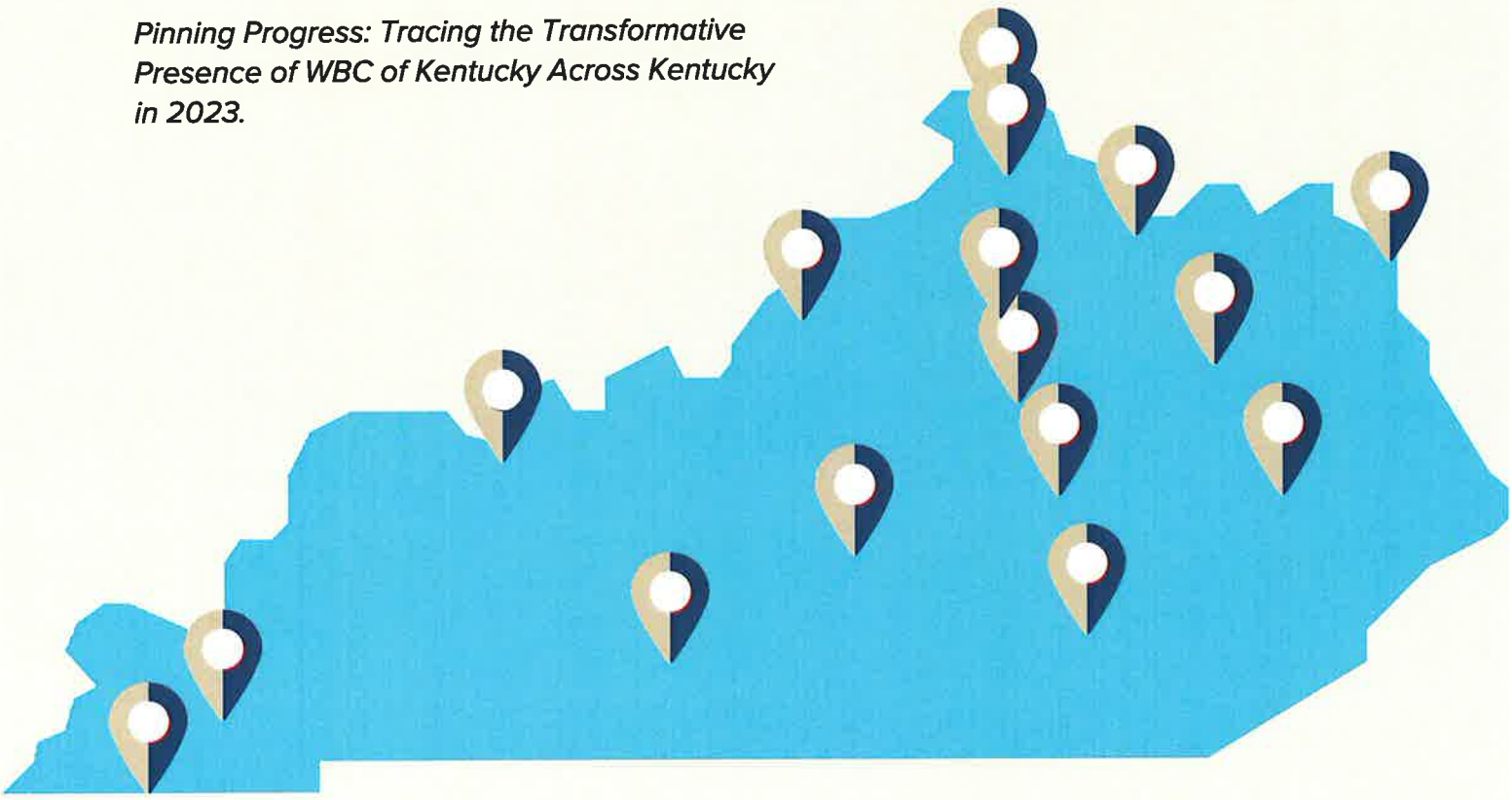
We created an event to feature a distinguished panel of trailblazing women entrepreneurs who share their journeys, challenges, and triumphs in the business world. Attendees gain valuable insights into building and sustaining successful enterprises, navigating industry landscapes, and championing equitable entrepreneurship. We launched in Georgetown followed by Louisville with the intention to host this series across Kentucky in years to come.

Strong Women Strong Coffee

The WBC of Kentucky reinstated our Strong Women Strong Coffee signature event in Louisville after being on pause since March of 2020. This event is designed to bring together local businesses in across Kentucky, fostering a strong and supportive community. Featured topics included: becoming a certified WBE/MBE in Louisville, website branding, ways to finance your start-up, break-even analysis, SEO/Google My business training, strategic networking, professional branding, and many more.

Uniting Talents, Fueling Innovation

Pinning Progress: Tracing the Transformative Presence of WBC of Kentucky Across Kentucky in 2023.



Solid Growth, Sustainable Prosperity



Solid Growth, Sustainable Prosperity

Operational Improvements

GrowthWheel

The WBC of Kentucky effectively integrated GrowthWheel into our program, leveraging its versatile framework to provide women entrepreneurs with a comprehensive and customized approach to business development. By utilizing GrowthWheel's 100+ templates/frameworks, WBC of Kentucky empowers entrepreneurs to navigate strategic decisions, set actionable goals, and achieve sustained growth in their businesses. The software also serves as our CRM platform and will release a new LMS in 2024 for online training.

New WBC of Kentucky Logo

Our new logo was revealed at our Women in Business Expo event by Shirie Hawkins (President of Everything Equity at Community Ventures), Sharron Johnson (SBA, first WBC of Kentucky Director), and Corinne Goble (CEO of the Association of WBCs). The new logo embodies the essence of growth, elevation, resilience, and durability, symbolizing our commitment to nurturing businesses and fostering their enduring success.

Revamped Website

In addition, the choice was made to revamp the WBC of Kentucky website, featuring seamless navigation and a wealth of valuable resources meticulously curated for a more enhanced experience of the WBC of Kentucky. The website should be live to start 2024.

WBC Center of Excellence Recoginition

We are honored to be recognized for graduating in the inaugural cohort with the National WBC of Excellence program offered by the Association of Women's Business Centers (AWBC) and sponsored by Dutch Bros. The primary objective of the National Women's Business Center of Excellence designation is to recognize organizations that demonstrate commitment and efficacy of the mission, vision, and values of their Women's Business Center thereby achieving the greatest outcomes for women-owned businesses.

Verizon Wireless Small Business Digital Ready

In partnership with WBC of Kentucky, Verizon Wireless brings online curriculum across the Commonwealth. The Verizon Small Business Digital Ready online curriculum is designed to give small businesses the tools they need to thrive in today's digital economy, including access to personalized learning plans, coaching from experts and networking opportunities with diverse, industry-specific businesses as well as incentives for business expansion.

Solid Growth, Sustainable Prosperity

Financial Overview

First and foremost, we extend our deepest gratitude to our sponsors, donors, and grantors who have played a crucial role in sustaining and advancing our mission. The WBC is funded by part by a cooperative agreement with the U.S Small Business Administration and administered by Community Ventures. The financial support from all our stakeholders dramatically plays a critical role in our entrepreneurial economies across Kentucky.

For historical context, the WBC Program has not been re-authorized for over 20 years, since it was originally authorized in 1988; this provides financial challenges for most WBCs across the country as our budget constraints limit our abilities to excel in the modern economy. While modernization is needed and necessary, it is imperative that the WBC of Kentucky seeks current opportunities for financial support to meet the increasing demand of assisting aspiring female entrepreneurs and women-owned businesses.

As valued stewards of the WBC of Kentucky, we invite and encourage each of you to actively seek and champion financial opportunities that will contribute to the growth and sustainability of our vital organization. Your expertise, influence, and commitment are integral in securing the resources needed to empower women entrepreneurs, drive economic impact, and foster innovation in our community.

By actively engaging with potential donors, sponsors, and funding partners, you play a pivotal role in expanding our financial foundation, ensuring the continued success of the programs and initiatives that make a meaningful difference in the lives of women business owners. Your dedication to seeking and securing financial support will amplify our impact, enabling us to reach new heights of service and excellence.

Empowering Clients, Driving Results

Empowering Clients, Driving Results



"Working with the WBC of Kentucky has been an incredible experience. Having a coach in your corner to bounce ideas off of, provide you with resources and be a cheerleader for your brand is a game changer. My business would not be where it is today without the WBC. I encourage any woman, no matter the stage of her business, to engage with the WBC."

Julia Hayman

Banquet & Feast



"The Women's Business Center of Kentucky is very resourceful and wants to give you information and they opened a lot of doors of opportunity for me."

Melanie Day

You've Got Curls & Hair Loss Center



Envisioning Tomorrow, Embracing Opportunities

Gain insights into our strategic direction, growth prospects, and upcoming initiatives as we look towards an exciting future.

Envisioning Tomorrow

Embracing Opportunities

Looking Ahead

As we reflect on 2023, we look forward with optimism and determination. Our commitment to fostering an inclusive and thriving ecosystem for women-owned businesses remains unwavering. In the coming year, we plan to expand our reach across regions of Kentucky, while maintaining our foundation in Lexington and Louisville.

We plan to train and advise at least of 250 unique clients (start-ups and established businesses); of those, at least 45 will start a new small business and at least 28 will obtain needed capital from public or private sources (including lines of credit, grants, loans, and/or fully amortizing debt).

The WBC of Kentucky is excited to partner again with Truist Bank and host 3 Women in Business Expos: London (March 2024), Morehead (October 2024), and Louisville (November 2024 for the 2nd annual pitch competition). Lexington as a possible 4th location, yet to be determined.

Our Strong Women Strong Coffee event will be hosted monthly in Lexington, Louisville, Owensboro and quarterly in Morehead with planning in the works for similar events in Campbellsville, Bowling Green, and Paducah. With this staple event, we are seeking sponsorship opportunities to strengthen and grow this developmental series.



Gratitude, Collaboration, and Continued Success



Gratitude, Collaboration, & Continued Success

Thank You

To our advisory board, sponsors, partners, team members, and the entire community, thank you for your unwavering support.

Together, we are building a future where women entrepreneurs in Kentucky can flourish and achieve their dreams.

We appreciate your ongoing commitment to the Women's Business Center of Kentucky and look forward to collectively advancing our mission across the Commonwealth.

Sincerely,

Devanny King

Devanny King
Executive Director, Women's Business Center of Kentucky

WBC OF KENTUCKY

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community ventures
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