Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, April 29, 2025

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 **0429-25** Table of Motions: Council Work Session, April 22, 2025

Attachments: TOM 042225

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 **0428-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with the Pasadena Neighborhood Association Incorporated ($400); Penasacola Park Neighborhood Association, LLC ($250); the Friends of the Arts School, Inc. ($500); LFUCG Div. of Aging and Disability Services ($2,250); Hill-N-Dale Neighborhood Association, Inc. ($700); Young Men's Christian Association of Central Ky., Inc. ($1,000); Lyric Theatre and Cultural Arts Center Corporation ($500); Paul Laurence Dunbar High School Drama Booster Club, Inc. ($1,000); Brighton East Homeowners Association Inc. ($1,000); 16th District PTA c/o Yates Elementary PTA ($500); Speigle Heights Neighborhood Association Inc. ($1,500); Headley Green Homeowners Association, Inc. ($1,500); Pralltown Neighborhood Association, Inc. ($1,500); Operation Be You, Inc. ($2,000); Garden Meadows Homeowners Association, Inc. ($600); Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC ($700); Lexington Pride Center ($1,850); Tar Syndrome Association Limited Liability Co. ($800); Downtown Lexington

Partnership ($5,000); "The Old Ladies Home" ($2,200); International Book Project, Inc. ($1,300); Artistic Hands Shaping a New Society (AHSANS) Corporation ($750); Lexington Leadership Foundation, Inc. ($2,600); Community Ventures Corporation ($5,000); Copperfield Neighborhood Association, Inc. ($2,500); and Lexington Community Police Academy Alumni Association, Inc. ($300), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments:
NDF List 4.29.25 (1)
RESO 0428-25 NDF List 4-28-2025 4896-6900-8700 v.1.docx
R-197-2025
Contract #125-2025 - Lexington Community Police Academy Alumni
Contract #125-2025 TAR
Contract #125-2025 - Friends of the Art School
Contract #125-2025- Speigle Heights
Contract #125-2025 - HIll and Dale
Contract #125-2025 - Pensacola
Contract #125-2025 -Lyric Theatre
Contract #125-2025- Ashland Terrace
Contract #125-2025 -Headley Green Homeowners
Contract #125-2025 - Brighton East Homeowners
Contract #125-2025- Garden Meadows Homeowners
Contract #125-2025 -Copperfield Neighborhood
Contract #125-2025 -Artisitc Hands
Contract # 125-2025 Lexington Pride
Contract #125-2025 - Pralltown Neighborhood
Contract #125-2025 International Book Project
Contract #125-2025 - Operation be You
Contract #125-2025 -Lexington Leadership
Contract #125-2025- Green Acres
Contract #125-2025- YMCA
Contract #125-2025- Yates Elem PTA
Contract #125-2025- Downtown Lex Partnership
Contract #125-2025- Pasadena Neighborhood
Contract #125-2025- Operation Be You
Contract #125-2025- Lex Leadership Foundation

b **0423-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation ($10,000), LFUCG Div. of Parks and Recreation ($25,000), Hope Center, Inc. ($10,000), and Henry

Clay Memorial Foundation ($1,800), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 4.29.25
Reso 0423-25 Council Capital (4-29-25) 4927-4808-5564 v.1.docx
R-218-2025
Contract #149-2025 - Hope Center
Contract #149-2025 -Clay Memorial

c **0430-25** Presentation: SPOKE Award

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0353-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community and Technical College, for college courses for Police personnel, at a cost not to exceed $110,000, subject to appropriations in FY26 by Council. [Div. of Police, Weathers]

Attachments: Cover Memo - Memorandum of Agreement - Bluegrass Community and Tecl
Memorandum of Agreement - Bluegrass Community and Technical College.p
353-25 bctc 4912-8981-5866 v.1.doc
R-207-2025

b **0377-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Accountability Global, LLC., for purchase of Security Workforce Management System software at a cost not to exceed $900. [Div. of Security, Hobson]

Attachments: AccountAbility Global LLC Memo
AccountAbility Security Workforce Management System 05-01-25 - 04-30-26
377-25 accountability 4903-7899-5770 v.1.doc
R-208-2025
Contract #138-2025
Contract #138-2025

c **0380-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community And Technical College, for college courses for Fire personnel, at a cost not to exceed $100,000, subject to appropriations in FY26 by Council. [Div. of Fire and Emergency Management, Wells]

Attachments: MOA-BCTC blue sheet memo-042025
BCTC LFD MOA 2025-2026
380-25 bctc fire 4931-4795-8074 v.1.doc
R-209-2025

d **0384-25** A Resolution endorsing the Vision Zero initiative; requiring each Dept. and Div. within LFUCG to assess their role in traffic safety and identify strategies under their purview in an effort to reduce and eventually eliminate traffic related fatalities and serious injuries and to collaborate with all relevant agencies, divisions, stakeholders, subject matter experts and the public to identify and implement projects, programs, strategies and policies that will be

effective in accomplishing this goal; and requiring that within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Dept. of Planning and Preservation prepare a report on the needs and progress of achieving Vision Zero goals. [Mayor's Office, Peacher]

Attachments: BSMemo_VisionZero-4.2025
2025.4.15-Draft Vision Zero Resolution
0384-25 Vision Zero 4923-9609-1455 v.1.docx
R-210-2025

e **0385-25** A Resolution approving the granting of an Inducement to Webasto Roof Systems, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

Attachments: Webasto KBI Blue Sheet April 2025
RESO 0385-25 Webasto KBI 4900-9021-0111 v.1.docx
R-211-2025

f **0387-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with MCCi, LLC, for the procurement of JustFOIA Pro Plus open records management software and related services, at a cost not to exceed $15,641.48, subject to 5% annual increases. [Div. of Computer Services, Stewart]

Attachments: Bluesheet Memo_JustFOIA
OMNIA-NCPA-01-162_MCCi
(LFUCG REDLINE) MSA 52328 - Lexington-Fayette Urban County Governme
(LFUCG REDLINE) Addendum 1 to MSA 52328 - Lexington-Fayette Urban C
RESO 0387-25 4931-1061-7917 v.2.docx
R-212-2025
Contract #152-2025

g **0394-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Co. for the setup and execution of Lexington's 4th of July Fireworks display at the Railroad's Lexington yard on July 4, 2025, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Attachments: RJCC Agreement Memo 2025 - Signed
RJCC Premises Use Agmt - Fireworks Display 4-02-2025
RES 0394-25 RJ Corman Fireworks 4937-9893-5865 v.1.docx
R-193-2025
Contract #171-2025

h **0395-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2025, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Attachments: Philharmonic Agreement Memo 2025 - Signed
LexPhil Patriotic 2025 Contract.V2
RES 0395-25 Lexington Philharmonic 4919-5575-4554 v.1.docx
R-194-2025
Contract #128-2025

i **0396-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2025, or the postponement date of July 5, 2025, for a cost of $23,000 with an additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Attachments: Rozzi Bluesheet Agreement Memo 2025 - Corrected - Signed
ROZZI INC dba ROZZIS 2025 contract
RES 0396-25 Rozzi Fireworks 4916-7701-1257 v.1.docx
R-195-2025
Contract #147-2025

j **0404-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (RFP No. 4-2025) with MKSK, Inc., d/b/a MKSK, for the Downtown Area Master Plan, at a cost not to exceed $495,075. [Div. of Planning, Duncan]

Attachments: Bluesheet Memo - Downtown Area Master Plan
DTAMP RFP Consultant Agreement
Exhibit A - RFP 4-2025
Exhibit B - MKSK - RFP Submital
Downtown Area Master Plan WS RFP Notes
RESO 404-25-Resolution re Downtown Area Master Plan 4931-2524-7290 v.
R-196-2025
Contract #122-2025

k **0405-25** A Resolution authorizing the Mayor, on behalf of the Urban County

Government, to execute a concession Agreement with the Radcliffe/Marlboro Neighborhood Association, for the management and operation of the Marlboro Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments:
Blue Sheet Memo - Concession Agreement - Radcliffe-Marlboro NPC - Signe
Neighborhood Park Center Concession Agreement - Radcliffe-Marlboro Neigh
Neighborhood Center Agreements - infographic
LexParks-NeighborhoodCenters-Photos - Marlboro Highlighted
NPC Concession Agreement - Exhibit A Rules and Regs
NPC Rental Agreement Draft (Exhibit B)
Biannual Financial Report (Exhibit C)
NPC Stipend Reimbursement Form - Exhibit D
Public Risk Mitigation Form - Exhibit E
RESO 0405-25 Concession Agreement Marlboro Park Center 4907-8259-974
R-213-2025
Contract #155-2025
Contract #155-2025 (2)

l **0406-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for a free community concert on September 7, 2025, as part of Lexington's 250th Anniversary year, at a cost not to exceed $45,000. [Mayor's Office, Lyons]

Attachments:
Council Memo LexPhil Contract
250Lex Concert Contract - April 4 2025
RESO 0406-25 Lexington Philharmonic for 250LEX 4917-6368-2618 v.1.docx
R-214-2025
Contract #166-2025

m **0409-25** A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute the Third Amended Easement Agreement, and any related documents, with R.J. Corman Railroad Property, LLC for property interests necessary for construction of the Town Branch Trail Phase 3 Project, for the Div. of Engineering, at a cost not to exceed $1, plus any additional costs required pursuant to the easement Agreement subject to the Budgeting of sufficient funds. [Div. of Engineering, Burton]

Attachments: 25- Blue Sheet Memo RJ Corman Third Amended Easement Agreement
2025-04-14 Third Amended Easement Agreement - Bluesheet Copy
Exhibits - RJ Corman Third Amended Easement Agreement
Town Branch Trail Phases Overview
RESO 0409-25 Third Amended Easement Agreement 4923-9956-8447 v.1.dc
R-215-2025
Contract#145-2025

n **0410-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement and any related documents with Public Consulting Group LLC to assist in Lexington-Fayette County's participation of Ky.'s Ambulance Supplemental Payment Program ("ASP Program"), for the Div. of Revenue, at a cost not to exceed ten percent (10%) of the federal share portion of reimbursements received by Lexington-Fayette Urban County Government under the Ky. ASP Program. [Div. of Revenue, Holbrook]

Attachments: Bluesheet Memo - ASPP Support
LFUCG ASPP Contract March2025 (law) .1 . 4916-7196-9323 SignedPCG
RESO 410-25- Agreement with Public Consulting Ambulance Fee Program 49
R-216-2025
Contract #212-2025

o **0413-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Agreement with Palmer Engineering, for the Town Branch Trail Phase 5 Project, increasing the Contract price by the sum of $23,000, from $786,002 to $809,002. [Div. of Engineering, Burton]

Attachments: 25- Blue Sheet Memo Town Branch Trail 5 CM No. 4
Town Branch Trail Phase 5 - Contract Modification No. 4
Town Branch Trail Phases Overview
413-25 palmer eng 4931-8931-0778 v.1.docx
R-217-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0429-25

File ID:	0429-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/24/2025
File Name:	Table of Motions: Council Work Session, April 22, 2025			**Final Action:**	04/29/2025

Title: Table of Motions: Council Work Session, April 22, 2025

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	TOM 042225	**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	04/29/2025	Approved				Pass

Text of Legislative File 0429-25

Title

Table of Motions: Council Work Session, April 22, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 22, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Gray, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Council Member Joseph Hale was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Ellinger II to approve the April 24, 2025, Council Meeting Docket. Seconded by Gray. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the April 15, 2025, Work Session Summary. Seconded by Reynolds. Motion passed without dissent.

IV. Budget Amendments

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

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

Motion by Gray to approve Communications from the Mayor – Procurements. Seconded by Wu. Motion passed without dissent.

X. Continuing Business/Presentations

Council Member LeGris provided a summary of the March 11, 2025, Environmental Quality and Public Works Committee.

Motion by Brown to place on the docket a resolution approving the FY2026 budget of the Lexington & Fayette County Parking Authority, with the rate increases to go into effect September 1, 2025. Seconded by Baxter. Motion passed without dissent.

XI. Council Reports

Motion by Curtis to place in the Environmental Quality and Public Works Committee, a review of parking citation issuance during winter weather emergencies. Seconded by Morton. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Wu adjourned the meeting at 5:17 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0428-25

File ID:	0428-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	125-2025	**In Control:**	Urban County Council
				File Created:	04/24/2025
File Name:	NDF List 4/29/25			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with the Pasadena Neighborhood Association Incorporated ($400); Penasacola Park Neighborhood Association, LLC ($250); the Friends of the Arts School, Inc. ($500); LFUCG Div. of Aging and Disability Services ($2,250); Hill-N-Dale Neighborhood Association, Inc. ($700); Young Men's Christian Association of Central Ky., Inc. ($1,000); Lyric Theatre and Cultural Arts Center Corporation ($500); Paul Laurence Dunbar High School Drama Booster Club, Inc. ($1,000); Brighton East Homeowners Association Inc. ($1,000); 16th District PTA c/o Yates Elementary PTA ($500); Speigle Heights Neighborhood Association Inc. ($1,500); Headley Green Homeowners Association, Inc. ($1,500); Pralltown Neighborhood Association, Inc. ($1,500); Operation Be You, Inc. ($2,000); Garden Meadows Homeowners Association, Inc. ($600); Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC ($700); Lexington Pride Center ($1,850); Tar Syndrome Association Limited Liability Co. ($800); Downtown Lexington Partnership ($5,000); "The Old Ladies Home" ($2,200); International Book Project, Inc. ($1,300); Artistic Hands Shaping a New Society (AHSANS) Corporation ($750); Lexington Leadership Foundation, Inc. ($2,600); Community Ventures Corporation ($5,000); Copperfield Neighborhood Association, Inc. ($2,500); and Lexington Community Police Academy Alumni Association, Inc. ($300), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Friends of the arts, Speigle Heights, Hill N Dale, Pensacola, Lyric Theatre, TAR Syndrome, Artistic Hands , AShland Terrace, COpperfield SAF in the CCO. 5/20/2025. MS

Lexington Community Police Academy Alumni, garden Meadows, Headley Green Brighton East, stamped and filed in the CCO. 5/20/2025. MS

LExington PRide center SAF in the CCO. 5/21/2025. MS

International Book Project, Pralltown, and Paul Laurence Dunbar SAF in the CCO. 5/27/2025. MS

Pasadena, Operation Be You, Lexington Leadership Foundation SAF in the cco 5/29/2025. MS

Downtown Lexington Partnership, Yates Elementary SAF in the CCO. 5/30/2025. MS

Green Acres saf in the cco 6/10/2025. MS

Sponsors:

Enactment Date: 05/08/2025

Attachments: NDF List 4.29.25 (1), RESO 0428-25 NDF List 4-28-2025 4896-6900-8700 v.1.docx, R-197-2025, Contract #125-2025 - Lexington Community Police Academy Alumni, Contract #125-2025 TAR, Contract #125-2025 - Friends of the Art School, Contract #125-2025- Speigle Heights, Contract #125-2025 - HIll and Dale, Contract #125-2025 - Pensacola, Contract #125-2025 -Lyric Theatre, Contract #125-2025- Ashland Terrace, Contract #125-2025 -Headley Green Homeowners, Contract #125-2025 - Brighton East Homeowners, Contract #125-2025- Garden Meadows Homeowners, Contract #125-2025 -Copperfield Neighborhood, Contract #125-2025 -Artisitc Hands, Contract # 125-2025 Lexington Pride, Contract #125-2025 - Pralltown Neighborhood, Contract #125-2025 International Book Project, Contract #125-2025 - Operation be You, Contract #125-2025 -Lexington Leadership, Contract #125-2025- Green Acres, Contract #125-2025- YMCA, Contract #125-2025- Yates Elem PTA, Contract #125-2025- Downtown Lex Partnership, Contract #125-2025- Pasadena Neighborhood, Contract #125-2025- Operation Be You, Contract #125-2025- Lex Leadership Foundation

Enactment Number: R-197-2025

Deed #:

Hearing Date:

Drafter:

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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0428-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Neighborhood Development Funds with the Pasadena Neighborhood Association Incorporated ($400); Penasacola Park Neighborhood Association, LLC ($250); the Friends of the Arts School, Inc. ($500); LFUCG Div. of Aging

and Disability Services ($2,250); Hill-N-Dale Neighborhood Association, Inc. ($700); Young Men's Christian Association of Central Ky., Inc. ($1,000); Lyric Theatre and Cultural Arts Center Corporation ($500); Paul Laurence Dunbar High School Drama Booster Club, Inc. ($1,000); Brighton East Homeowners Association Inc. ($1,000); 16th District PTA c/o Yates Elementary PTA ($500); Speigle Heights Neighborhood Association Inc. ($1,500); Headley Green Homeowners Association, Inc. ($1,500); Pralltown Neighborhood Association, Inc. ($1,500); Operation Be You, Inc. ($2,000); Garden Meadows Homeowners Association, Inc. ($600); Green Acres, Hollow Creek and Breckenridge Neighborhood Association, LLC ($700); Lexington Pride Center ($1,850); Tar Syndrome Association Limited Liability Co. ($800); Downtown Lexington Partnership ($5,000); "The Old Ladies Home" ($2,200); International Book Project, Inc. ($1,300); Artistic Hands Shaping a New Society (AHSANS) Corporation ($750); Lexington Leadership Foundation, Inc. ($2,600); Community Ventures Corporation ($5,000); Copperfield Neighborhood Association, Inc. ($2,500); and Lexington Community Police Academy Alumni Association, Inc. ($300), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:
Pasadena Neighborhood Association
Robert Sturdivant
2817 Phoenix Rd.
Lexington, KY 40503
Purpose:
For their Spring general meeting
Amount:
$ 400.00

Organization:
Pensacola Park Neighborhood Association
Francois Pomerleau
143 Goodrich Ave.
Lexington, KY 40503
Purpose:
To repair broken posts at the end of Goodrich Ave. and for security signage
Amount:
$ 250.00

Organization:
Friends of the Arts School, Inc.
Jenn McCaffrey
PO Box 866
Lexington, KY 40588
Purpose:
To SCAPA Friends of the Arts 'Get Literary - A Middle School Writers Festival' event food, speaker fees, and decorations
Amount:
$ 500.00

Organization:
LFUCG - Aging & Disability Services
Kristy Stambaugh
1101-606102-6063-75102
Lexington, KY
Purpose:
To help offset the costs of the Annual Senior Intern Alumni lunch
Amount:
$ 2,250.00

Organization:
Hill N Dale Neighborhood Association Inc.
Gail Lightner
279 Clearview Dr.
Lexington, KY 40503
Purpose:
For yard signs to advertise the annual outdoor Christmas decorating contest and printing and bulk mail costs for spring newsletter
Amount:
$ 700.00

Organization:
YMCA of Central KY
Stephanie Arnold
381 W. Loudon Ave.
Lexington, KY 40508
Purpose:
To support the annual YMCA of Central KY Kids Tri at the Y
Amount:
$ 1,000.00

Organization:
Lyric Theatre and Cultural Arts Center
Christian Adair
300 E. Third St.
Lexington, KY 40508
Purpose:
For covering expenses related to catering and artist performance fees
Amount:
$ 500.00

Organization:
Paul Laurence Dunbar High School Drama Booster Club, Inc.

2101 Mangrove Dr.
Lexington, KY 40513
Rebekah Boyd
Purpose:
To assist with replacement of stage lights
Amount:
$ 1,000.00

Organization:
Brighton East Homeowners Association Inc.
PO Box 54486
Lexington, KY 40555
Laura Newsome
Purpose:
For the annual end of school bash and 4th of July event
Amount:
$ 1,000.00

Organization:
16th District PTA c/o Yates Elementary PTA
695 E. New Circle Rd.
Lexington, KY 40503
Lizbeth Garcia
Purpose:
To foster a strong and effective parent-teacher association and to provide resources to support school Programs an activites
Amount:
$ 500.00
Organization:
Speigle Heights Neighborhood Association
Kevin Cole
1149 Coolidge St.
Lexington, KY 40508
Purpose:
For Speigle Hill Day, a fun day in the park for family
Amount:
$ 1,500.00

Organization:
Headley Green Homeowners Association, Inc.
Lisa Ecton
PO Box 54486
Lexington, KY 40555
Purpose:
For their annual neighborhood picnic
Amount:

$ 1,500.00

Organization:
Pralltown Neighborhood Association, Inc.
Austin Zinkle
174 Colfax St.
Lexington, KY 40508
Purpose:
For vendor fees and entertainment expenses for Pralltown Day
Amount:
$ 1,500.00

Organization:
Operation Be You, Inc.
Roberta Davis
PO Box 1226
Georgetown, KY 40324
Purpose:
For the Girls 5P Empowerment Summit educational materials, hospitality needs, and takeaway gifts
Amount:
$ 2,000.00

Organization:
Garden Meadows Homeowner's Association Inc.
Laura Newsome
PO Box 54486
Lexington, KY 40555
Purpose:
To support neighborhoods end of school/summer celebration
Amount:
$ 600.00

Organization:
Green Acres - Hollow Creek - Breckinridge Neigborhood Association
Ron Berry
PO Box 11084
Lexington, KY 40555
Purpose:
For park Programming and black history event
Amount:
$ 700.00

Organization:
Lexington Pride Center

389 Waller Ave. Ste. 100
Lexington, KY 40504
Lexie McCutcheon

Purpose:

For operational support with their food pantry and Programs

Amount:

$ 1,850.00

Organization:

TAR Syndrome Association LLC
1142 Oak Hill Drive
Lexington, KY 40505
Jylan Ross

Purpose:

For funding the third annual TAR Syndrome awareness walk

Amount:

$ 800.00

Organization:

Downtown Lexington Partnership
333 W. Vine St. Ste. 206
Lexington, KY 40507
Allen McDaniel

Purpose:

For Mayfest Arts Fair public safety cost as well as family friendly free activities

Amount:

$ 5,000.00

Organization:

Ashland Terrace, Old Ladies Home
Kelly Weber
475 S. Ashland Ave.
Lexington, KY 40502

Purpose:

For nutritious homecooked meals and meal preparation for residents

Amount:

$ 2,200.00

Organization:

International Book Project
Rachel Ray
1440 Delaware Ave.
Lexington, KY 40505

Purpose:

To support Globetrotters Program, a one-week Program that provides cultural understanding to students through "traveling" to different regions of the world

Amount:

$ 1,300.00

Organization:
Artistic Hands Shaping a New Society
Deborah Hands
PO Box 12475
Lexington, KY 40583
Purpose:
To support their annual Bring Back the Melody competition costs of entertainment, engineering, food, awards, and venue fees, etc.
Amount:
$ 750.00

Organization:
Lexington Leadership Foundation, Inc.
Jared Sloan
422 Codell Dr.
Lexington, KY 40509
Purpose:
To support the Lexington Fatherhood Initiative for their annual Fatherhood celebration
Amount:
$ 2,600.00

Organization:
Community Ventures Corp.c/o Arthouse KY
Nikki Milburn
576 E. Third St. Ste. #120
Lexington, KY 40508
Purpose:
To get HAAPI to support Programming for AAPI Heritage Month to pay for local performers/artists/musicians/venue/venue staff and marketing materials
Amount:
$ 5,000.00

Organization:
Copperfield Neighborhood Association, Inc.
Josh Fain
1336 Copper Run Blvd.
Lexington, KY 40514
Purpose:
To aide in funding tree removal from recent inclement weather events
Amount:
$ 2,500.00

Organization:

Lexington Community Police Academy Alumni Association
Lisa Daniel Guess
1795 Old Frankfort Pike
Lexington, KY 40504

Purpose:

For snacks and other related supplies for Cops and Bobbers 2025

Amount:

$ 300.00

Neighborhood Development Funds
April 29, 2025
Work Session

Amount	Recipient	Purpose
$ 400.00	Pasadena Neighborhood Association Robert Sturdivant 2817 Phoenix Rd. Lexington, KY 40503	For their Spring general meeting
$ 250.00	Pensacola Park Neighborhood Association Francois Pomerleau 143 Goodrich Ave. Lexington, KY 40503	To repair broken posts at the end of Goodrich Avenue and for security signage
$ 500.00	Friends of the Arts School, Inc. Jenn McCaffrey PO Box 866 Lexington, KY 40588	To SCAPA Friends of the Arts 'Get Literary - A Middle School Writers Festival' event food, speaker fees, and decorations
$ 2,250.00	LFUCG - Aging & Disability Services Kristy Stambaugh 1101-606102-6063-75102 Lexington, KY	To help offset the costs of the Annual Senior Intern Alumni lunch
$ 700.00	Hill N Dale Neighborhood Association Inc. Gail Lightner 279 Clearview Dr. Lexington, KY 40503	For yard signs to advertise the annual outdoor Christmas decorating contest and printing and bulk mail costs for spring newsletter
$ 1,000.00	YMCA of Central KY Stephanie Arnold 381 W. Loudon Ave. Lexington, KY 40508	To support the annual YMCA of Central KY Kids Tri at the Y
$ 500.00	Lyric Theatre and Cultural Arts Center Christian Adair 300 E. Third St. Lexington, KY 40508	For covering expenses related to catering and artist performance fees
$ 1,000.00	Paul Laurence Dunbar High School Drama Booster Club, Inc. 2101 Mangrove Dr. Lexington, KY 40513 Rebekah Boyd	To assist with replacement of stage lights
$ 1,000.00	Brighton East Homeowners Association Inc. PO Box 54486 Lexington, KY 40555 Laura Newsome	For the annual end of school bash and 4th of July event
$ 500.00	16th District PTA c/o Yates Elementary PTA 695 E. New Circle Rd. Lexington, KY 40503 Lizbeth Garcia	To foster a strong and effective parent-teacher association and to provide resources to support school programs an activites

Neighborhood Development Funds
April 29, 2025
Work Session

Amount	Recipient	Purpose
$ 1,500.00	Speigle Heights Neighborhood Association Kevin Cole 1149 Coolidge St. Lexington, KY 40508	For Speigle Hill Day, a fun day in the park for family
$ 1,500.00	Headley Green Homeowners Association, Inc. Lisa Ecton PO Box 54486 Lexington, KY 40555	For their annual neighborhood picnic
$ 1,500.00	Pralltown Neighborhood Association, Inc. Austin Zinkle 174 Colfax St. Lexington, KY 40508	For vendor fees and entertainment expenses for Pralltown Day
$ 2,000.00	Operation Be You, Inc. Roberta Davis PO Box 1226 Georgetown, KY 40324	For the Girls 5P Empowerment Summit educational materials, hospitality needs, and takeaway gifts
$ 600.00	Garden Meadows Homeowner's Association Inc. Laura Newsome PO Box 54486 Lexington, KY 40555	To support neighborhoods end of school/summer celebration
$ 700.00	Green Acres - Hollow Creek - Breckinridge Neigborhood Association Ron Berry PO Box 11084 Lexington, KY 40555	For park programming and black history event
$ 1,850.00	Lexington Pride Center Lexie McCutcheon 389 Waller Ave. Ste. 100 Lexington, KY 40504	For operational support with their food pantry and programs
$ 800.00	TAR Syndrome Association LLC 1142 Oak Hill Drive Lexington, KY 40505 Jylan Ross	For funding the third annual TAR Syndrome awareness walk
$ 5,000.00	Downtown Lexington Partnership 333 W. Vine St. Ste. 206 Lexington, KY 40507 Allen McDaniel	For Mayfest Arts Fair public safety cost as well as family friendly free activities
$ 2,200.00	Ashland Terrace, Old Ladies Home 475 S. Ashland Ave. Lexington, KY 40502 Kelly Weber	For nutritious homecooked meals and meal preparation for residents

Neighborhood Development Funds
April 29, 2025
Work Session

Amount	Recipient	Purpose
$ 1,300.00	International Book Project Rachel Ray 1440 Delaware Ave. Lexington, KY 40505	To support Globetrotters program, a one-week program that provides cultural understanding to students through "traveling" to different regions of the world
$ 750.00	Artistic Hands Shaping a New Society Deborah Hands PO Box 12475 Lexington, KY 40583	To support their annual Bring Back the Melody competition costs of entertainment, engineering, food, awards, and venue fees, etc.
$ 2,600.00	Lexington Leadership Foundation, Inc. Jared Sloan 422 Codell Dr. Lexington, KY 40509	To support the Lexington Fatherhood Initiative for their annual Fatherhood celebration
$ 5,000.00	Community Ventures Corp.c/o Arthouse KY Nikki Milburn 576 E. Third St. Ste. #120 Lexington, KY 40508	To get HAAPI to support programming for AAPI Heritage Month to pay for local performers/artists/musicians/venue/venue staff and marketing materials
$ 2,500.00	Copperfield Neighborhood Association, Inc. Josh Fain 1336 Copper Run Blvd. Lexington, KY 40514	To aide in funding tree removal from recent inclement weather events
$ 300.00	Lexington Community Police Academy Alumni Association Lisa Daniel Guess 1795 Old Frankfort Pike Lexington, KY 40504	For snacks and other related supplies for Cops and Bobbers 2025

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH THE PASADENA NEIGHBORHOOD ASSOCIATION INCORPORATED ($400.00); PENASACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($250.00); THE FRIENDS OF THE ARTS SCHOOL, INC. ($500.00); LFUCG DIVISION OF AGING AND DISABILITY SERVICES ($2,250.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. ($700.00); YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY, INC. ($1,000.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION ($500.00); PAUL LAURENCE DUNBAR HIGH SCHOOL DRAMA BOOSTER CLUB, INC. ($1,000.00); BRIGHTON EAST HOMEOWNERS ASSOCIATION INC. ($1,000.00); 16TH DISTRICT PTA C/O YATES ELEMENTARY PTA ($500.00); SPEIGLE HEIGHTS NEIGHBORHOOD ASSOCIATION INC. ($1,500.00); HEADLEY GREN HOMEOWNERS ASSOCIATION, INC. ($1,500.00); PRALLTOWN NEIGHBORHOOD ASSOCIATION, INC. ($1,500.00); OPERATION BE YOU, INC. ($2,000.00); GARDEN MEADOWS HOMEOWNERS ASSOCIATION, INC. ($600.00); GREEN ACRES, HOLLOW CREEK AND BRECKENRIDGE NEIGHBORHOOD ASSOCIATION, LLC ($700.00); LEXINGTON PRIDE CENTER ($1,850.00); TAR SYNDROME ASSOCIATION LIMITED LIABILITY COMPANY ($800.00); DOWNTOWN LEXINGTON PARTNERSHIP ($5,000.00); "THE OLD LADIES HOME" ($2,200.00); INTERNATIONAL BOOK PROJECT, INC. ($1,300.00); ARTISTIC HANDS SHAPING A NEW SOCIETY (AHSANS) CORPORATION ($750.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($2,600.00); COMMUNITY VENTURES CORPORATION ($5,000.00); COPPERFIELD NEIGHBORHOOD ASSOCIATION, INC. ($2,500.00); AND LEXINGTON COMMUNITY POLICE ACADEMY ALUMNI ASSOCIATION, INC. ($300.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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 agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Pasadena Neighborhood Association Incorporated, Penasacola Park Neighborhood Association, LLC, The Friends Of The Arts School, Inc., LFUCG Division Of Aging And Disability Services, Hill-N-Dale Neighborhood Association, Inc., Young Men's Christian Association Of Central Kentucky, Inc., Lyric Theatre And Cultural Arts Center Corporation, Paul Laurence Dunbar High School Drama Booster Club, Inc., Brighton East Homeowners Association Inc., 16th District PTA C/O Yates Elementary PTA, Speigle Heights Neighborhood Association Inc., Headley Gren Homeowners Association, Inc., Pralltown Neighborhood Association, Inc., Operation Be You, Inc., Garden Meadows Homeowners Association, Inc., Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC, Lexington Pride Center, TAR Syndrome Association Limited Liability Company, Downtown Lexington Partnership, "The Old

Ladies Home", International Book Project, Inc., Artistic Hands Shaping A New Society (AHSANS) Corporation, Lexington Leadership Foundation, Inc., Community Ventures Corporation, Copperfield Neighborhood Association, Inc., and Lexington Community Police Academy Alumni Association, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Pasadena Neighborhood Association Incorporated ($400.00); Penasacola Park Neighborhood Association, LLC ($250.00); The Friends Of The Arts School, Inc. ($500.00); LFUCG Division Of Aging And Disability Services ($2,250.00); Hill-N-Dale Neighborhood Association, Inc. ($700.00); Young Men's Christian Association Of Central Kentucky, Inc. ($1,000.00); Lyric Theatre And Cultural Arts Center Corporation ($500.00); Paul Laurence Dunbar High School Drama Booster Club, Inc. ($1,000.00); Brighton East Homeowners Association Inc. ($1,000.00); 16th District PTA C/O Yates Elementary PTA ($500.00); Speigle Heights Neighborhood Association Inc. ($1,500.00); Headley Gren Homeowners Association, Inc. ($1,500.00); Pralltown Neighborhood Association, Inc. ($1,500.00); Operation Be You, Inc. ($2,000.00); Garden Meadows Homeowners Association, Inc. ($600.00); Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC ($700.00); Lexington Pride Center ($1,850.00); TAR Syndrome Association Limited Liability Company ($800.00); Downtown Lexington Partnership ($5,000.00); "The Old Ladies Home" ($2,200.00); International Book Project, Inc. ($1,300.00); Artistic Hands Shaping A New Society (AHSANS) Corporation ($750.00); Lexington Leadership Foundation, Inc. ($2,600.00); Community Ventures Corporation ($5,000.00); Copperfield Neighborhood Association, Inc. ($2,500.00); and Lexington Community Police Academy Alumni Association, Inc. ($300.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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
0428-25:GET:4896-6900-8700, v. 1

RESOLUTION NO. 197 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH THE PASADENA NEIGHBORHOOD ASSOCIATION INCORPORATED ($400.00); PENASACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($250.00); THE FRIENDS OF THE ARTS SCHOOL, INC. ($500.00); LFUCG DIVISION OF AGING AND DISABILITY SERVICES ($2,250.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. ($700.00); YOUNG MEN'S CHRISTIAN ASSOCIATION OF CENTRAL KENTUCKY, INC. ($1,000.00); LYRIC THEATRE AND CULTURAL ARTS CENTER CORPORATION ($500.00); PAUL LAURENCE DUNBAR HIGH SCHOOL DRAMA BOOSTER CLUB, INC. ($1,000.00); BRIGHTON EAST HOMEOWNERS ASSOCIATION INC. ($1,000.00); 16TH DISTRICT PTA C/O YATES ELEMENTARY PTA ($500.00); SPEIGLE HEIGHTS NEIGHBORHOOD ASSOCIATION INC. ($1,500.00); HEADLEY GREEN HOMEOWNERS ASSOCIATION, INC. ($1,500.00); PRALLTOWN NEIGHBORHOOD ASSOCIATION, INC. ($1,500.00); OPERATION BE YOU, INC. ($2,000.00); GARDEN MEADOWS HOMEOWNERS ASSOCIATION, INC. ($600.00); GREEN ACRES, HOLLOW CREEK AND BRECKENRIDGE NEIGHBORHOOD ASSOCIATION, LLC ($700.00); LEXINGTON PRIDE CENTER ($1,850.00); TAR SYNDROME ASSOCIATION LIMITED LIABILITY COMPANY ($800.00); DOWNTOWN LEXINGTON PARTNERSHIP ($5,000.00); "THE OLD LADIES HOME" ($2,200.00); INTERNATIONAL BOOK PROJECT, INC. ($1,300.00); ARTISTIC HANDS SHAPING A NEW SOCIETY (AHSANS) CORPORATION ($750.00); LEXINGTON LEADERSHIP FOUNDATION, INC. ($2,600.00); COMMUNITY VENTURES CORPORATION ($5,000.00); COPPERFIELD NEIGHBORHOOD ASSOCIATION, INC. ($2,500.00); AND LEXINGTON COMMUNITY POLICE ACADEMY ALUMNI ASSOCIATION, INC. ($300.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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 agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Pasadena Neighborhood Association Incorporated, Penasacola Park Neighborhood Association, LLC, The Friends Of The Arts School, Inc., LFUCG Division Of Aging And Disability Services, Hill-N-Dale Neighborhood Association, Inc., Young Men's Christian Association Of Central Kentucky, Inc., Lyric Theatre And Cultural Arts Center Corporation, Paul Laurence Dunbar High School Drama Booster Club, Inc., Brighton East Homeowners Association Inc., 16th District PTA C/O Yates Elementary PTA, Speigle Heights Neighborhood Association Inc., Headley Green Homeowners Association, Inc., Pralltown Neighborhood Association, Inc., Operation Be You, Inc., Garden Meadows Homeowners Association, Inc., Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC, Lexington Pride Center, TAR Syndrome Association Limited Liability Company, Downtown Lexington Partnership, "The Old

Ladies Home", International Book Project, Inc., Artistic Hands Shaping A New Society (AHSANS) Corporation, Lexington Leadership Foundation, Inc., Community Ventures Corporation, Copperfield Neighborhood Association, Inc., and Lexington Community Police Academy Alumni Association, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Pasadena Neighborhood Association Incorporated ($400.00); Penasacola Park Neighborhood Association, LLC ($250.00); The Friends Of The Arts School, Inc. ($500.00); LFUCG Division Of Aging And Disability Services ($2,250.00); Hill-N-Dale Neighborhood Association, Inc. ($700.00); Young Men's Christian Association Of Central Kentucky, Inc. ($1,000.00); Lyric Theatre And Cultural Arts Center Corporation ($500.00); Paul Laurence Dunbar High School Drama Booster Club, Inc. ($1,000.00); Brighton East Homeowners Association Inc. ($1,000.00); 16th District PTA C/O Yates Elementary PTA ($500.00); Speigle Heights Neighborhood Association Inc. ($1,500.00); Headley Green Homeowners Association, Inc. ($1,500.00); Pralltown Neighborhood Association, Inc. ($1,500.00); Operation Be You, Inc. ($2,000.00); Garden Meadows Homeowners Association, Inc. ($600.00); Green Acres, Hollow Creek And Breckenridge Neighborhood Association, LLC ($700.00); Lexington Pride Center ($1,850.00); TAR Syndrome Association Limited Liability Company ($800.00); Downtown Lexington Partnership ($5,000.00); "The Old Ladies Home" ($2,200.00); International Book Project, Inc. ($1,300.00); Artistic Hands Shaping A New Society (AHSANS) Corporation ($750.00); Lexington Leadership Foundation, Inc. ($2,600.00); Community Ventures Corporation ($5,000.00); Copperfield Neighborhood Association, Inc. ($2,500.00); and Lexington Community Police Academy Alumni Association, Inc. ($300.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

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

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0428-25:GET:4896-6900-8700, v. 1

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AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Community Police Academy Alumni Association (Hereinafter "Organization"), of 1795 Old Frankfort Pike, Lexington, KY 40504, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $300 (Three Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For snacks and other related supplies for Cops and Bobbers 2025]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Beasley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lisa Guess
(Lisa Daniel Guess)
(Lexington Community Police Academy Alumni Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and TAR Syndrome Association LLC (Hereinafter "Organization"), of 1142 Oak Hill Drive, Lexington, KY 40505, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $800 (Eight Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For funding the third annual TAR Syndrome awareness walk]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jylan Ross
(Jylan Ross)
(TAR Syndrome Association LLC)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Friends of the Arts School, Inc. (Hereinafter "Organization"), of PO Box 866, Lexington, KY 40588, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To SCAPA Friends of the Arts 'Get Literary - A Middle School Writers Festival' event food, speaker fees, and decorations]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Jenn McCaffrey)
(Friends of the Arts School, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Speigle Heights Neighborhood Association (Hereinafter "Organization"), of 1149 Coolidge St., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,500 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For Speigle Hill Day, a fun day in the park for family]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds' office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kevin Cole
(Kevin Cole)
(Speigle Heights Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Hill N Dale Neighborhood Association Inc. (Hereinafter "Organization"), of 279 Clearview Dr., Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For yard signs to advertise the annual outdoor Christmas decorating contest and printing and bulk mail costs for spring newsletter]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: BD0902D1-6486-4C87-BA45-7A0D08EEC1C5

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Gail Lightner
(Gail Lightner)
(Hill N Dale Neighborhood Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pensacola Park Neighborhood Association (Hereinafter "Organization"), of 143 Goodrich Ave., Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $250 (Two Hundred Fifty Dollars and No Cents) for the following lawful public purpose:

   [To repair broken posts at the end of Goodrich Avenue and for security signage]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 59531919-F77E-4FFD-9369-6B0609A3350A

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Francois Pomerleau
(Francois Pomerleau)
(Pensacola Park Neighborhood Association)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lyric Theatre and Cultural Arts Center (Hereinafter "Organization"), of 300 E. Third St., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For covering expenses related to catering and artist performance fees]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.** Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Christian Adair
(Christian Adair)
(Lyric Theatre and Cultural Arts Center)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Ashland Terrace, Old Ladies Home (Hereinafter "Organization"), of 475 S. Ashland Ave., Lexington, KY 40502, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,200 (Two Thousand Two Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For nutritious homecooked meals and meal preparation for residents]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds.** Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris' office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Kelly Weber
(Kelly Weber)
(Ashland Terrace, Old Ladies Home)

Docusign Envelope ID: AEB60FF2-CB88-4AF7-B84F-C17F71B20D35

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Headley Green Homeowners Association, Inc. (Hereinafter "Organization"), of PO Box 54486, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,500 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For their annual neighborhood picnic]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Reynolds' office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lisa Ecton
(Lisa Ecton)
(Headley Green Homeowners Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Brighton East Homeowners Association Inc. (Hereinafter "Organization"), of PO Box 54486, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For the annual end of school bash and 4th of July event]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 89572E90-2EC8-4B58-8FC7-6F4764CC4AC0

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Laura Newsome
(Laura Newsome)
(Brighton East Homeowners Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Garden Meadows Homeowner's Association Inc. (Hereinafter "Organization"), of PO Box 54486, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $600 (Six Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To support neighborhoods end of school/summer celebration]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 74AFD194-CE1E-426D-B6BA-E74076324D55

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Laura Newsome
(Laura Newsome)
(Garden Meadows Homeowner's Association Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Copperfield Neighborhood Association, Inc. (Hereinafter "Organization"), of 1336 Copper Run Blvd., Lexington, KY 40514, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,500 (Two Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To aide in funding tree removal from recent inclement weather events]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Joshua T. Fain, CNA President
(Josh Fain)
(Copperfield Neighborhood Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Artistic Hands Shaping a New Society (Hereinafter "Organization"), of PO Box 12475, Lexington, KY 40583, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $750 (Seven Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [To support their annual Bring Back the Melody competition costs of entertainment, engineering, food, awards, and venue fees, etc.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Deborah Hands)
(Artistic Hands Shaping a New Society)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Pride Center (Hereinafter "Organization"), of 389 Waller Ave. Ste. 100, Lexington, KY 40504, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,850 (One Thousand Eight Hundred Fifty Dollars and Zero Cents) for the following lawful public purpose:

   [For operational support with their food pantry and programs]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 8ADFBD89-189C-42B6-8974-2D96B1561EDC

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lexie McCutcheon
(Lexie McCutcheon)
(Lexington Pride Center)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pralltown Neighborhood Association, Inc. (Hereinafter "Organization"), of 174 Colfax St., Lexington, KY 40508, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,500 (One Thousand Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For vendor fees and entertainment expenses for Pralltown Day]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember LeGris' office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Austin Zinkle
(Austin Zinkle)
(Pralltown Neighborhood Association, Inc.)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and International Book Project (Hereinafter "Organization"), of 1440 Delaware Ave., Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,300 (One Thousand Three Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To support Globetrotters program, a one-week program that provides cultural understanding to students through "traveling" to different regions of the world]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Rachel Ray
(Rachel Ray)
(International Book Project)

Docusign Envelope ID: 5C6B9C01-2B29-452F-AFF7-87F0F3A6E112

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Operation Be You, Inc. (Hereinafter "Organization"), of PO Box 1226, Georgetown, KY 40324, County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For the Girls 5P Empowerment Summit educational materials, hospitality needs, and takeaway gifts]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Leadership Foundation, Inc. (Hereinafter "Organization"), of 422 Codell Dr., Lexington, KY 40509, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,600 (Two Thousand Six Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To support the Lexington Fatherhood Initiative for their annual Fatherhood celebration]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: A50A1B8C-6295-4114-80F0-6E9392BA2FE9

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Green Acres - Hollow Creek - Breckinridge Neigborhood Association (Hereinafter "Organization"), of PO Box 11084, Lexington, KY 40555, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $700 (Seven Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For park programming and black history event]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Morton's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 00916A51-ECEB-42D9-973D-887D421A54B8

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and To support the annual YMCA of Central KY (Hereinafter "Organization"), of 381 W. Loudon Ave., Lexington, KY 40508, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1,000 (One Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [To support the annual YMCA of Central KY Kids Tri at the Y]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and 16th District PTA c/o Yates Elementary PTA (Hereinafter "Organization"), of 695 E. New Circle Rd., Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $500 (Five Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To foster a strong and effective parent-teacher association and to provide resources to support school programs an activites]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Gray's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Lizbeth Garcia
(Lizbeth Garcia)
(16th District PTA c/o Yates Elementary PTA)

Docusign Envelope ID: B84DDF0D-8F43-4DBE-B372-F77D35989F5E

Resolution #197-2025
Contract #125-2025

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Downtown Lexington Partnership (Hereinafter "Organization"), of 333 W. Vine St. Ste. 206, Lexington, KY 40507, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $5,000 (Five Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For Mayfest Arts Fair public safety cost as well as family friendly free activities]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: B84DDF0D-8F43-4DBE-B372-F77D35989F5E

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Allen McDaniel
(Allen McDaniel)
(Downtown Lexington Partnership)

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pasadena Neighborhood Association (Hereinafter "Organization"), of 2817 Phoenix Rd., Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $400 (Four Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [For their Spring general meeting]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Robert Sturdivant
(Robert Sturdivant)
(Pasadena Neighborhood Association)

Docusign Envelope ID: 5C6B9C01-2B29-452F-AFF7-87F0F3A6E112

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Operation Be You, Inc. (Hereinafter "Organization"), of PO Box 1226, Georgetown, KY 40324, County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,000 (Two Thousand Dollars and Zero Cents) for the following lawful public purpose:

   [For the Girls 5P Empowerment Summit educational materials, hospitality needs, and takeaway gifts]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: 5C6B9C01-2B29-452F-AFF7-87F0F3A6E112

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Roberta Davis
(Roberta Davis)
(Operation Be You, Inc.)

Docusign Envelope ID: F203A7F7-7501-46B6-9F1E-FB7387A54429

AGREEMENT

THIS AGREEMENT, made and entered into on the 19th day of May, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Lexington Leadership Foundation, Inc. (Hereinafter "Organization"), of 422 Codell Dr., Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2,600 (Two Thousand Six Hundred Dollars and Zero Cents) for the following lawful public purpose:

   [To support the Lexington Fatherhood Initiative for their annual Fatherhood celebration]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before June 20th, 2025. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

Docusign Envelope ID: F203A7F7-7501-46B6-9F1E-FB7387A54429

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Jared Sloan)
(Lexington Leadership Foundation, Inc.)

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0423-25

File ID:	0423-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	149-2025	**In Control:**	Urban County Council
				File Created:	04/23/2025
File Name:	Capital List 4/29/25			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation ($10,000), LFUCG Div. of Parks and Recreation ($25,000), Hope Center, Inc. ($10,000), and Henry Clay Memorial Foundation ($1,800), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: THe Hope Center, the Henry Clay Memorial Foundation SAF in the CCO 6/10/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Capital List 4.29.25, Reso 0423-25 Council Capital (4-29-25) 4927-4808-5564 v.1.docx, R-218-2025, Contract #149-2025 - Hope Center, Contract #149-2025 -Clay Memorial	**Enactment Number:**	R-218-2025
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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0423-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Agreements related to Council Capital Project Expenditure Funds with LFUCG Div. of Parks and Recreation ($10,000), LFUCG Div. of Parks and Recreation ($25,000), Hope Center, Inc. ($10,000), and Henry Clay Memorial Foundation ($1,800), for

the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

..Summary

Organization:
LFUCG - Parks and Recreation
Chris Cooperrider
1105-121001-0001-71102

Purpose:
For outdoor lighting for Green Acres shelter
Amount:
$ 10,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-91015

Purpose:
For bollards at Marlboro Park
Amount:
$ 25,000.00

Organization:
The Hope Center
Chris Peck
1105-121001-0001-71102

Purpose:
To assist with the purchase of bedroom furniture
Amount:
$ 10,000.00

Organization:
Henry Clay Memorial Foundation
Jim Clark
1105-121001-0001-71102

Purpose:
To support purchase and installation of wooden kiosks with educational tree and native flowers information
Amount:
$ 1,800.00

Council Capital Projects
April 29, 2025
Work Session

Amount	Recipient	Purpose
$ 10,000.00	LFUCG - Parks and Recreation Chris Cooperrider 1105-707603-7232-76101	For outdoor lighting for Green Acres shelter
$ 25,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91015	For bollards at Marlboro Park
$ 10,000.00	The Hope Center Chris Peck 1105-121001-0001-71102	To assist with the purchase of bedroom furniture
$ 1,800.00	Henry Clay Memorial Foundation Jim Clark 1105-121001-0001-71102	To support purchase and installation of wooden kiosks with educational tree and native flower educational information

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION ($10,000.00), LFUCG DIVISION OF PARKS AND RECREATION ($25,000.00), HOPE CENTER, INC. ($10,000.00), AND HENRY CLAY MEMORIAL FOUNDATION ($1,800.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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 agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, Hope Center, Inc., and Henry Clay Memorial Foundation, for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation ($10,000.00), LFUCG Division of Parks and Recreation ($25,000.00), Hope Center, Inc. ($10,000.00), and Henry Clay Memorial Foundation ($1,800.00) from account #1105-121002-91715, from various Council Districts, 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
0423-25:GET: 4927-4808-5564, v. 1

RESOLUTION NO. 218 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AGREEMENTS RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH LFUCG DIVISION OF PARKS AND RECREATION ($10,000.00), LFUCG DIVISION OF PARKS AND RECREATION ($25,000.00), HOPE CENTER, INC. ($10,000.00), AND HENRY CLAY MEMORIAL FOUNDATION ($1,800.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

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 agreements related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with LFUCG Division of Parks and Recreation, Hope Center, Inc., and Henry Clay Memorial Foundation, for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to LFUCG Division of Parks and Recreation ($10,000.00), LFUCG Division of Parks and Recreation ($25,000.00), Hope Center, Inc. ($10,000.00), and Henry Clay Memorial Foundation ($1,800.00) from account #1105-121002-91715, from various Council Districts, 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: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0423-25:GET: 4927-4808-5564, v. 1

Docusign Envelope ID: 14E575F6-E7BD-43BF-BE5D-A11B33D8B710

AGREEMENT

THIS AGREEMENT, made and entered into on the June 4, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and The Hope Center (Hereinafter "Organization"), of 360 W. Loudon Ave., Lexington, KY 40508, Fayette County).

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $10,000 for the following lawful public purpose:

   [To assist with the purchase of bedroom furniture.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 4, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the Council Capital Project Fund check. If Organization **fails to provide the required documentation, the**

Docusign Envelope ID: 1D107178-0969-4EF7-A8FE-00747619FD1C

AGREEMENT

THIS AGREEMENT, made and entered into on the June 4, 2025 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Henry Clay Memorial Foundation (Hereinafter "Organization"), of 120 Sycamore Rd., Lexington, KY 40502, Fayette County).

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Council Capital Project Funds to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount and Intended Use of Council Capital Project Funds**. Government hereby grants Organization the sum of $1,800 for the following lawful public purpose:

   [To support purchase and installation of wooden kiosks with educational tree and native flowers information.]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before July 4, 2025. If Organization **fails to sign and return this Agreement within thirty (30) days, Organization shall be deemed to have forfeited the Council Capital Project Funds and Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator or designee shall issue the check to the Organization. The check shall be timely deposited by the Organization within sixty (60) days of receipt. If the Organization **fails to deposit the check within sixty (60) days of receipt, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Return of Funds.** If Organization is overcompensated for the above-described project, Organization shall return any and all excess funds in the form of a check sent to the sponsoring council member's office, made out to "LFUCG," upon completion of the project.

5. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sheehan's office, documenting the use of the granted funds for the specified lawful public purpose, within twelve (12) months of receiving the

Docusign Envelope ID: 1D107178-0969-4EF7-A8FE-00747619FD1C

Council Capital Project Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Council Capital Project Funds for a period of one (1) year**.

6. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

7. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Jim Clark
Henry Clay Memorial Foundation
Jim Clark

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0430-25

File ID:	0430-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/24/2025
File Name:	Presentation: SPOKE Award			**Final Action:**	04/29/2025
Title:	Presentation: SPOKE Award				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**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	04/29/2025	Received and Filed				

Text of Legislative File 0430-25

Title

Presentation: SPOKE Award

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

Master

200 E. Main St
Lexington, KY 40507

File Number: 0353-25

File ID:	0353-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	135-2025	**In Control:**	Urban County Council
				File Created:	04/10/2025
File Name:	Memorandum of Agreement - Bluegrass Community and Technical College			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community and Technical College, for college courses for Police personnel, at a cost not to exceed $110,000, subject to appropriations in FY26 by Council. [Div. of Police, Weathers]

Notes: RIO 4/15/2025. MS

SAF in the CCO. Copies scanned to renita happy 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Cover Memo - Memorandum of Agreement - Bluegrass Community and Technical College (BCTC).pdf, Memorandum of Agreement - Bluegrass Community and Technical College.pdf, 353-25 bctc 4912-8981-5866 v.1.doc, R-207-2025	**Enactment Number:**	R-207-2025
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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0353-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community and Technical College,

for college courses for Police personnel, at a cost not to exceed $110,000, subject to appropriations in FY26 by Council. [Div. of Police, Weathers]

Summary

Authorization to accept the Memorandum of Agreement with the Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS), for the participation of Police personnel in college courses associated with the Police Academy, with the opportunity for them to earn BCTC credits, at an estimated cost based on a per student standard fee of $2,955, with a minimum of 10 students per class. Funds are Budgeted in the FY26 Mayor's Proposed Budget. (L0353-25) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 4/4/2025

Risk Management: No

Fully Budgeted: $110,000 included in FY 26 Mayor's Proposed Budget

Account Number: 1101-505501-5511-78110

Year Impact: based on class participation

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $110,000 included in FY 26 Mayor's Proposed Budget

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 10, 2025

SUBJECT: Memorandum of Agreement – Bluegrass Community and Technical College

Request
Authorization to accept the renewed Memorandum of Agreement with the Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS).

Why are you requesting?
The purpose of this MOA is to enter into this Agreement to set forth and ensure compliance with any and all terms and conditions of the participation of Police personnel in College courses associated with the Police Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Applied Science Degree. The Police and KCTCS/BCTC agree that the participation of Police personnel as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties.

All recruits will be enrolled at the current approved in-state tuition. The Police Department will make one lump sum payment to BCTC for the total tuition, fees and charges due based upon the number of credit hours enrolled, payable on or before the 60th day following the beginning of each term/semester/cohort. The payment will be based on the current tuition and fees as referenced at: https://bluegrass.kctcs.edu/affording-college/tuition-costs/index.aspx

This rate is for a minimum of ten students per section for each cohort/group. Any cohort less than 10 students will require additional payment to achieve the minimum enrollment of 10. The Police or students will be responsible for the purchase of books and class material.

The term of this Agreement commences on approximately July 1, 2025, and be automatically renewed for successive one (1) year periods, unless a review is requested by either party with at least 30 days notice. Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance.

The attached agreement requires Mayor Gorton's signature.

What is the cost in this budget year and future budget years?
Estimated cost will be based on a per student standard fee of $2,955, with a minimum of 10 students per class. Police will pay for a minimum of 10 students, and then for anything over that. Funds will be available upon passage of Mayor Gorton's FY26 Budget.

Are the funds budgeted? Yes / 1101-505501-5511-78110

File Number: 0353-25

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

LBW/rmh

MEMORANDUM OF AGREEMENT

by and between

Bluegrass Community and Technical College

and

Lexington Fayette Urban County Government

PURPOSE: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 1 day of July 2025, by and between Bluegrass Community and Technical College (hereinafter BCTC or the College), a college of the Kentucky Community and Technical College System (hereinafter KCTCS), with an address of 300 North Main Street, Versailles, KY, 40383, and the Lexington Fayette Urban County Government (hereinafter the Lexington Police Department or the Police), with an address of 200 East Main Street, Lexington, KY 40507.

ACCREDITATION STATUS: BCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award certificates, diplomas, and associate degrees. The College will observe SACSCOC and KCTCS guidelines and procedures and will adhere to the requirements of reporting information to these and other agencies. The implementation of this Agreement is contingent upon approvals required under the Principles of Accreditation.

PURPOSE AND BENEFIT: BCTC and the Police enter into this Agreement to set forth and ensure compliance with any and all terms and conditions of the participation of Police personnel in College courses associated with the Police Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Applied Science Degree. The Police and KCTCS/BCTC agree that the participation of Police personnel as proposed, described, and agreed upon within this Agreement provides a mutual and valuable benefit to both parties.

COST: All recruits will be enrolled at the current approved in-state tuition rate. The Police will make one lump sum payment to BCTC for the total tuition, fees, and charges due based upon the number of credit hours enrolled, payable on or before the 60th day following the beginning of each term/semester/cohort. The payment will be based on the current tuition and fees as referenced at: https://bluegrass.kctcs.edu/affording-college/tuition-costs/index.aspx . BCTC and the Police agree that the payment will be made for a minimum of ten students per class section for each cohort/group. Any cohort less than ten students will require additional payment to achieve the minimum enrollment of ten per class section. The Police or students will be responsible for the purchase of books and class materials. The Police may allow additional officers (beyond the cohort/group of recruits) to enroll to meet the minimum enrollment. Any additional officers enrolled will make payment directly to BCTC for the total tuition, fees, and charges. The additional officers will count toward the required minimum enrollment of ten per class section. BCTC will use the enrollment numbers on the first day of class to verify the minimum enrollment per class section. BCTC and the Police will work collaboratively to prepare an enrollment roster for each class to delineate the individual pay students and the Police lump sum payment.

BCTC will waive the tuition and fees for these two (2) CRJ courses on Attachment 2.

EFFECTIVE TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2025 and be automatically renewed for successive one (1) year periods, unless a review is requested by either party with at least 30 days notice.

TERMINATION: Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance, provided that (i) all Police students or officers enrolled at the time of the notice of termination shall be given the opportunity to complete the then-current semester; (ii) the Police shall pay any monies owed to the College, including but not limited to monies owed for the enrollment of students prior to the notice of termination. Further, in the event of termination, the College shall apprise the Police of any SACSCOC requirements, and the Police shall comply with such requirements.

TERMS AND CONDITIONS OF PARTICIPATION OF POLICE PERSONNEL IN COLLEGE COURSES:

1. BCTC and the Police each will identify a liaison to work with the other agency for the purposes of this Agreement.
2. BCTC agrees to assist identified Police personnel with applying for admission to BCTC.
3. BCTC agrees to register identified Police personnel into the general education and criminal justice (CRJ) courses offered at the Police Academy (see Attachment 1), to provide instructors for the general education and criminal justice courses, and to transcript Police personnel's performance in these courses.
4. BCTC agrees to articulate relevant Police Academy curricula to identified BCTC courses (see Attachment 2) for the Police personnel completing the Police Academy, and BCTC agrees to transcript these articulated courses once grades for these courses are received by the BCTC Registrar.
5. BCTC agrees that Police personnel not participating in the Police Academy may register for general education and criminal justice courses offered at the Police Academy (see Attachment 1) as seats are available.
6. The Police agree to communicate with BCTC's liaison in a timely manner about the starting of upcoming Police Academy cohorts.
7. The Police agree to provide BCTC's Office of Admissions with copies of official high school, college transcripts, and military transcripts for each Police personnel taking one or more Police Academy courses, to house these original transcripts, and to make these original transcripts available to BCTC officials as requested.
8. The Police agree that students will not receive credit for transfer courses that were completed prior to enrollment in the Police Academy. Should a student express an intent to earn coursework or a credential outside of the coursework and credentials outlined in the MOA, then the student will be required to submit the official transcripts to BCTC.
9. The Police agree to require all Police personnel taking one or more Police Academy courses who do not meet BCTC's entrance requirements for a course or courses (as determined by BCTC's evaluation of Police personnel's transcripts) to request instructor consent to waive the prerequisites or schedule placement testing on one of BCTC's campuses.
10. The Police agree to require all Police personnel needing supplemental instruction based on placement testing results to participate in supplemental instruction provided by BCTC.

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF AGREEMENT and recommended the Agreement by signature:

Lexington Fayette Urban County Government
Mayor

Date

Lexington Division of the Police
Police Chief

Date

Dr. Greg Feeney
Bluegrass Community and Technical College
President/CEO

3.7.25
Date

Attachment 1

(General Education and Criminal Justice Courses Offered at the Police Academy)

The following courses are offered at the police academy:

- ENG 101 — Writing I (3 credit hours)
- BIO 112 — Introduction to Biology (or other General Education Science Class) (3 credit hours)
- HIS 240 — History of Kentucky (or other Heritage/Humanities Course) (3 credit hours)
- STA 210U - Making Sense of Uncertainty: An Introduction to Statistical Reasoning (or other General Education Math Course) (3 credit hours)
- SOC 152 — Modern Social Problems (or other Social or Behavioral Science Course) (3 credit hours)
- CRJ (Criminal Justice Courses) (6 credit hours from courses listed on Attachment 2)

These courses fulfill the requirements for an AAS, General Occupational Technical Studies Degree. Total Credit Hours: 15-21.

Digital Literacy: All recruits in the Lexington Police Academy who apply for a GOTS degree through BCTC have met the Digital Literacy requirement. It is believed this requirement is met through the technology used routinely by police officers and which the recruits will be trained to use.

Attachment 2

(Police Academy curricula articulated to identified BCTC courses)

CRJ 100 - Introduction to Criminal Justice (3 credit hours)
CRU 107 - Introduction to Firearms (1 credit hour)
CRJ 108 - Advanced Firearms & Less than Lethal (4 credit hours)
CRJ 201 - Introduction to Criminalistics (3 credit hours)
CRJ 202 - Issues & Ethics in Criminal Justice (3 credit hours)
CRJ 204 - Criminal Investigations (3 credit hours)
CRJ 211 - Liability and Legal Issues (3 credit hours)
CRJ 215 - Introduction to Law Enforcement (3 credit hours)
CRJ 216 - Criminal Law (3 credit hours)
CRJ 217- Criminal Procedures (3 credit hours)
CRJ 219 - Police Recruit Defensive Tactics (4 credit hours)
CRJ 224 - Basic Collision Investigation (4 credit hours)
CRJ 225 - Driving and Traffic Enforcement (4 credit hours)
CRJ 230 - Courtroom Procedures (3 credit hours)
CRJ 299 -Special Topics: [may include: Crisis Intervention or Homeland Security or Combat Trauma Care or other approved topic] (1-3 credit hours).

These courses fulfill the requirements for an AAS, General Occupational Technical Studies Degree. Total Credit Hours: 37-39. In addition, students enrolled in BCTC's Criminal Justice courses could fulfill the requirements for the Criminal Justice Core Certificate (18 credit hours), Law Enforcement Certificate (18 credit hours), and the Advanced Law Enforcement Certificate (23 credit hours).

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR COLLEGE COURSES FOR POLICE PERSONNEL, AT A COST NOT TO EXCEED $110,000.00, SUBJECT TO APPROPRIATIONS IN FY26 BY COUNCIL.

_____
_

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 Bluegrass Community Technical College, for college course for police personnel.

Section 2 - That an amount, not to exceed the sum of $110,000.00, be and hereby is approved for payment to Bluegrass Community Technical College, from account #1101-505501-78110, subject to appropriations in FY26 by Council.

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
353-25:MRS: 4912-8981-5866, v. 1

RESOLUTION NO. 207-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR COLLEGE COURSES FOR POLICE PERSONNEL, AT A COST NOT TO EXCEED $110,000.00, SUBJECT TO APPROPRIATIONS IN FY26 BY COUNCIL.

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 Bluegrass Community Technical College, for college course for police personnel.

Section 2 - That an amount, not to exceed the sum of $110,000.00, be and hereby is approved for payment to Bluegrass Community Technical College, from account #1101-505501-78110, subject to appropriations in FY26 by Council.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

353-25:MRS: 4912-8981-5866, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0377-25

File ID:	0377-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	138-2025	**In Control:**	Urban County Council
				File Created:	04/14/2025
File Name:	AccountAbility Global, LLC			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Accountability Global, LLC., for purchase of Security Workforce Management System software at a cost not to exceed $900. [Div. of Security, Hobson]

Notes: SAF in CCO, copy handed back to Sandra Jordan- STILL NEED VENDOR SIGNATURE PAGE. Sandra will contact the vendor to get it. 6.2.25 AA

Original signature received and filed in the CCO. 6/11/2025 ms

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	AccountAbility Global LLC Memo, AccountAbility Security Workforce Management System 05-01-25 - 04-30-26, 377-25 accountability 4903-7899-5770 v.1.doc, R-208-2025, Contract #138-2025, Contract #138-2025	**Enactment Number:**	R-208-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Jordan	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0377-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Accountability Global, LLC., for purchase of Security Workforce Management System software at a cost not to exceed $900. [Div. of

Security, Hobson]

Summary

Authorization to enter into an Agreement with AccountAbility Global, LLC., for the purchase of Security Workforce Management System software to track, monitor and report on security Officers' activities. At a cost of $900. Funds are Budgeted. (L0377-25) (Hobson/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner 4/9/25

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707103-0001-76102

This Fiscal Year Impact: $900.00

Annual Impact: $ 900.00

Project:

Activity:

Budget Reference:

Current Balance: $8,161.49

MAYOR LINDA GORTON

LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Linda Gorton

Members, Urban County Council

FROM: E. C. Hobson

Eric Hobson, Administrative Officer, Sr.

DATE: April 14, 2025

SUBJECT: Proposal and Agreement with AccountAbility Global LLC

Request: To request approval of the Proposal and Agreement with AccountAbility Global LLC.

Authorization to: Enter into a 12-month service agreement for Security Workforce Management System software.

Why are you requesting?

Department needs this action completed because: This app will be used to replace our current app that is being discontinued by the company.

The app uses QR codes that are printed and placed in various locations throughout various city buildings. The officers use the app which is downloaded onto their city issued cell phones to scan each QR code while performing their walking or driving patrols. The app provides accountability and proof that assigned locations are being checked as instructed. It also provides the capability of running reports showing dates and times of each scan and who performed the scan.

There is an option for month-to-month subscription which could be cancelled at any time, but we chose a yearly option because it was less expensive.

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

The cost for this FY is: $900.00

The cost for future FY is: $900.00

Are the funds budgeted?

The funds are budgeted.

Account number: 1101-707103-0001-76102

File Number: 0377-25

Director/Commissioner: Eric Hobson\Ken Armstrong

ACCOUNTABILITY™ Security Officer Management System Proposal and Agreement

Prepared for:

Lexington Fayette Urban County Government
200 E. Main Street, Lexington, KY 40507

Created by:

Steve Crosby
AccountAbility Global LLC

AccountAbility Global LLC **35246 US HWY 19 N** **Ste 224** **Palm Harbor, FL. 34684**	**PO #** NA **Dates of Service: 5-1-2025 through 4-30-2026**
	Client Phone Number: 859-258-3941

Name	Price	QTY	Subtotal
Security Workforce Management System - Yearly Unlimited Users and Sites Includes mobile scanning, post orders, Activity and Incident Reporting.	$900.00	1	$900.00

Subtotal	**$900.00**
Discount	**$0.00**
Total	**$900.00**

The Client agrees that AccountAbility Global LLC will charge the Client's credit card in accordance with the proposed terms and services listed above and the terms and conditions below.

This Security Officer Management System Software as a Service (SaaS) Agreement, hereby known as the “Agreement” entered into on the day specified in the Customer signature below, hereby known as the “Effective Date” by and between:

AccountAbility Global LLC, who can be reached at the address listed above and hereby known as the “Supplier,” and;

200 E. Main Street, Lexington, KY 40507 hereby known as the “Customer,”

Both Supplier and Customer together are collectively hereby known as “Party” or “Parties.”

WHEREAS, the Supplier has developed specific security guard software and web applications that it makes available for customers over the Internet and/or cloud;

WHEREAS, the Customer wants to use the Supplier’s applications in its company operations; and

WHEREAS, the Supplier agrees to provide said applications to the Customer who agrees to use and pay for Supplier’s services, which are subject to the following terms and conditions.

These Terms and Conditions may be updated or modified by the Supplier at its discretion, or as required to remain compliant with applicable laws and regulations.

Definitions

Services

Subscription services provided by the Supplier to the Customer under this Agreement per the proposal above.

Support services policy

Includes the support provided by the Supplier in relation to the Services made available per the proposal.

Authorized users

Users (employees or contractors) who are authorized by the Customer to use the Services and Documentation.

User subscriptions

The subscription purchased by Customer under this Agreement gives them and their Authorized Users access to the Services listed herein.

Customer data

Data inputted by the Customer, Supplier, or Authorized Users. The Supplier may input Customer Data on behalf of the Customer for the purpose of using the Services or to facilitate the Customer's use of said Services.

Normal business hours

For the purpose of this Agreement, "Normal Business Hours" means *8am* to 8PM EST time, *Sunday through* through *Saturday,* including holidays. While the Supplier will generally have Support available 24/7, these hours do not count as "Normal Business Hours" for the purpose of this Agreement.

Software

The online software applications provided to the Customer by the Supplier as part of its Services.

Electronic Communications

Consent to Electronic Communications

By using our services, you consent to receive electronic communications from us in accordance with this clause and applicable Florida law.

“Electronic communications” includes, but is not limited to, emails, text messages, push notifications, and in-app messages.

Management of Communication Preferences

You may manage your receipt of marketing and non-transactional communications by clicking the “unsubscribe” link located at the bottom of our marketing emails.

You cannot opt out of receiving transactional emails related to your account or use of our services.

User subscriptions terms

The Supplier grants to the Customer a non-transferable, non-exclusive right to permit the Authorized Users to use the Services and Documentation during the Subscription Terms solely for internal business operations and for no other purpose.

In regards to the Customer’s Authorized Users, the Customer agrees to:

1. An adjusted monthly billing based on users added, if Customer's subscription is based on users.

2. Not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person’s property.

The Supplier reserves the right to remove and/or disable the Customer’s access to any material if the Customer willingly breaks or desires to break said clause.

Fees and service term

As a part of this Agreement, the fees and service term on the Effective Date are as follows:

Subscription fees

The initial subscription fees are outlined in the signed Agreement; however, these fees are subject to change. The Supplier reserves the right to modify the subscription fees at any time, with prior notice to the

Customer. Any changes to the fees will be effective for future billing periods and will not affect the fees already agreed upon for the current term.

Right to Modify Fees

The Supplier reserves the right to modify subscription fees at any time due to market changes or other factors affecting the cost of providing services.

Notice of Fee Changes

The Supplier shall provide written notice to Customers of any fee changes at least SIXTY (60) days prior to the implementation of such changes. Notice shall be delivered via email to the Customer's registered email address.

Customer Rights and Options

- Accept the new fee structure and continue the subscription;
- Reject the new fee structure and terminate the subscription without penalty; or
- Negotiate alternative terms with the Supplier, subject to mutual agreement.

Acceptance of Fee Changes

If a Customer continues to use the Supplier's services after the effective date of the fee change, such continued use shall constitute acceptance of the new fee structure.

Termination Due to Fee Changes

Should a Customer choose to terminate their subscription due to a fee change, they must provide written notice to the Supplier at least one (1) day prior to the effective date of the fee change.

Upon timely notice of termination, the Customer's subscription shall end on the day immediately preceding the effective date of the fee change.

Additional User or Site Subscription Fees

Customer may add additional users or sites, with the understanding that Accounts Receivable will audit at the end of every month and adjust the following monthly billing accordingly.

Subscription Term

The initial subscription term is month to month, with a 1 day written request to cancel, unless otherwise noted.

Customer data

The Customer affirms to the Supplier that the Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

The Supplier is not responsible for any lost data the Customer incurs due to misuse, nor are they responsible for lost data incurred from a blackout, scheduled system maintenance, cellular signal loss, or any technical failure.

Data Retention Policy

AccountAbility Global LLC ("the Supplier") is committed to maintaining the privacy and security of its customers' data. Once data has exceeded its retention period, it will be securely deleted and rendered unrecoverable. The following outlines the retention periods for various types of data collected by the Supplier:

1. **Activities, Scans, and Visitor Text Data:**
    - Retained for a total of **1 year**.
        - Data collected **within the past 6 months** is stored in the system with images.
        - Data **older than 6 months** is moved to a Secured Deep Archive and can be exported to a spreadsheet at Customer request.
2. **Activities, Scans, and Visitor Images/Files:**
    - Retained for **6 months**.
3. **Incidents Text Data and Images/Files:**
    - Retained for **5 years**.
4. **All Other Form/Report Text Data and Images/Files:**
    - Retained for **3 years**.
5. **Former Customers' Data:**
    - If a Customer ceases to be a customer of AccountAbility Global LLC, all their form data will be removed after **90 days**. During this period, the Customer can request any of their form/report data to be mass exported to a spreadsheet, even if they are no longer a current customer.
    - Data related to application functionality (**Clients**, **Sites**, **Checkpoints**, and **Users**) will be maintained for as long as possible (*not exceeding a period of* **1 year**) to facilitate smooth reintegration should the customer return. This data can be deleted at written request by the Customer at any time after their departure.

This policy ensures that data is retained only for as long as necessary to provide services to customers while balancing security, compliance, and operational needs.

Customers may request an extension of the retention period for any data (excluding Activities, Scans, and Visitor data) by contacting support. Such requests may be granted for a nominal fee, subject to review and approval by

AccountAbility Global LLC.

Customers can request the deletion of any and all data at any time by contacting support. Upon receipt of such a request, AccountAbility Global LLC will take appropriate steps to securely delete the data, subject to any legal or operational retention requirements.

The Customer acknowledges that they have the ability to save or print their reports and attached data (e.g., pictures/files) at any time while the data is retained by the Supplier during the retention period. The Customer accepts full responsibility for the long-term storage of data beyond the scope of the Supplier's Data Retention Policy. Additionally, the Customer acknowledges that after the expiration of the retention period, the data is no longer retrievable by the Supplier and agrees to take full responsibility for providing any requested data. The Supplier shall not be held liable for any inability to fulfill data requests once the retention period has ended and the data has been destroyed or is no longer accessible.

This Data Retention Policy may be updated or modified by AccountAbility Global LLC at its discretion, or as required to remain compliant with applicable laws and regulations.

Support services

The Supplier shall make available a help desk to the Customer during Normal Business Hours, and beyond, when possible. The Supplier agrees to provide Support Services with equitable skill and care.

The Customer may use the help desk to request or receive Support Services, and the Supplier shall respond promptly. The Supplier may suspend Support Services if any amount due to be paid by the Customer to the Supplier is late by at least 15 days.

Charges and payments

If the Customer does not pay any amount of the Charge due to the Supplier under this Agreement, the Supplier may cease services after 15 days delinquency.

Proprietary rights

No term in this Agreement allows the transfer or assignment of any intellectual property rights from the Supplier to the Customer or from the Customer to the Supplier. The Supplier owns 100% of the Services and Documentation included in this Agreement.

Limitation of liability

Nothing in this Agreement will:

1. limit any liability for personal injury or death resulting from negligence;
2. put parties liable for any loss of business, contracts, or opportunities;
3. limit any liability for fraudulent misrepresentation;
4. put parties responsible for any loss of savings or profits;
5. limit any liabilities not allowed under related laws;
6. put parties liable for any loss due to cellular blackout, scheduled system maintenance, cellular signal loss, or any technical issue; or
7. prohibit any liabilities that may not be excluded under applicable law.

Terms and termination

The Customer can terminate this Agreement at any time. The Supplier can terminate this Agreement by giving the Customer at least *30* days of written notice. If any Party breaches the contract terms, any Party can terminate the Agreement immediately. If either Party is dissolved, ceases conduct of all of its business, is unable to pay its debts, or becomes insolvent, the Agreement will be terminated.

General terms

No waiver

A breach in said Agreement shall not be waived except with the written consent of the Party not responsible for the violation.

Severability

If any provisions of this Agreement are determined to be unlawful or enforceable by any court or competent authority, all other provisions in this Agreement will continue in effect.

Entire agreement

This Agreement includes the entire agreement between the Supplier and the Customer and replaces all past Agreements, understandings, and representations of the Parties, whether written or oral.

Governing law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that a court of competent jurisdiction in Fayette County Kentucky will settle any claim or dispute that arises out of this Agreement.

Please sign and date this Agreement below

Customer: Lexington Fayette Urban County Government 200 E. Main Street, Lexington, KY 40507

Signature: _____Date:_____

Lexington Fayette Urban County Government by Linda Gorton, Mayor

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ACCOUNTABILITY GLOBAL, LLC., FOR PURCHASE OF SECURITY WORKFORCE MANAGEMENT SYSTEM SOFTWARE AT A COST NOT TO EXCEED $900.00.

_____
_

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 AccountAbility Global, LLC., for purchase of Security Workforce Management System software.

Section 2 - That an amount, not to exceed the sum of $900.00, be and hereby is approved for payment to AccountAbility Global, LLC, from account #1101-707103-76102.

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
377-25:MRS: 4903-7899-5770, v. 1

RESOLUTION NO. 208 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ACCOUNTABILITY GLOBAL, LLC., FOR PURCHASE OF SECURITY WORKFORCE MANAGEMENT SYSTEM SOFTWARE AT A COST NOT TO EXCEED $900.00.

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 AccountAbility Global, LLC., for purchase of Security Workforce Management System software.

Section 2 - That an amount, not to exceed the sum of $900.00, be and hereby is approved for payment to AccountAbility Global, LLC, from account #1101-707103-76102.

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

PASSED URBAN COUNTY COUNCIL: May 29,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

377-25:MRS: 4903-7899-5770, v. 1

ACCOUNTABILITY™ Security Officer Management System Proposal and Agreement

Prepared for:

Lexington Fayette Urban County Government
200 E. Main Street, Lexington, KY 40507

Created by:

Steve Crosby
AccountAbility Global LLC

AccountAbility Global LLC **35246 US HWY 19 N** **Ste 224** **Palm Harbor, FL. 34684**	**PO #** NA **Dates of Service: 6-1-2025 through 5-31-2026**
	Client Phone Number: 859-258-3941

Name	Price	QTY	Subtotal
Security Workforce Management System - Yearly Unlimited Users and Sites Includes mobile scanning, post orders, Activity and Incident Reporting.	$900.00	1	$900.00

Subtotal	**$900.00**
Discount	**$0.00**
Total	**$900.00**

This Security Officer Management System Software as a Service (SaaS) Agreement, hereby known as the "Agreement" entered into on the day specified in the Customer signature below, hereby known as the "Effective Date" by and between:

AccountAbility Global LLC, who can be reached at the address listed above and hereby known as the "Supplier," and;

200 E. Main Street, Lexington, KY 40507 hereby known as the "Customer,"

Both Supplier and Customer together are collectively hereby known as "Party" or "Parties."

WHEREAS, the Supplier has developed specific security guard software and web applications that it makes available for customers over the Internet and/or cloud;

WHEREAS, the Customer wants to use the Supplier's applications in its company operations; and

WHEREAS, the Supplier agrees to provide said applications to the Customer who agrees to use and pay for Supplier's services, which are subject to the following terms and conditions.

These Terms and Conditions may be updated or modified by the Supplier at its discretion, or as required to remain compliant with applicable laws and regulations.

Definitions

Services

Subscription services provided by the Supplier to the Customer under this Agreement per the proposal above.

Support services policy

Includes the support provided by the Supplier in relation to the Services made available per the proposal.

Authorized users

Users (employees or contractors) who are authorized by the Customer to use the Services and Documentation.

User subscriptions

The subscription purchased by Customer under this Agreement gives them and their Authorized Users access to the Services listed herein.

Customer data

Data inputted by the Customer, Supplier, or Authorized Users. The Supplier may input Customer Data on behalf of the Customer for the purpose of using the Services or to facilitate the Customer's use of said Services.

Normal business hours

For the purpose of this Agreement, "Normal Business Hours" means *8am* to 8PM EST time, *Sunday through* through *Saturday,* including holidays. While the Supplier will generally have Support available 24/7, these hours do not count as "Normal Business Hours" for the purpose of this Agreement.

Software

The online software applications provided to the Customer by the Supplier as part of its Services.

Electronic Communications

Consent to Electronic Communications

By using our services, you consent to receive electronic communications from us in accordance with this clause and applicable Florida law.

"Electronic communications" includes, but is not limited to, emails, text messages, push notifications, and in-app messages.

Management of Communication Preferences

You may manage your receipt of marketing and non-transactional communications by clicking the "unsubscribe" link located at the bottom of our marketing emails.

You cannot opt out of receiving transactional emails related to your account or use of our services.

User subscriptions terms

The Supplier grants to the Customer a non-transferable, non-exclusive right to permit the Authorized Users to use the Services and Documentation during the Subscription Terms solely for internal business operations and for no other purpose.

In regards to the Customer's Authorized Users, the Customer agrees to:

1. An adjusted monthly billing based on users added, if Customer's subscription is based on users.

2. Not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person's property.

The Supplier reserves the right to remove and/or disable the Customer's access to any material if the Customer willingly breaks or desires to break said clause.

Fees and service term

As a part of this Agreement, the fees and service term on the Effective Date are as follows:

Subscription fees

The initial subscription fees are outlined in the signed Agreement; however, these fees are subject to change. The Supplier reserves the right to modify the subscription fees at any time, with prior notice to the

Customer. Any changes to the fees will be effective for future billing periods and will not affect the fees already agreed upon for the current term.

Right to Modify Fees

The Supplier reserves the right to modify subscription fees at any time due to market changes or other factors affecting the cost of providing services.

Notice of Fee Changes

The Supplier shall provide written notice to Customers of any fee changes at least SIXTY (60) days prior to the implementation of such changes. Notice shall be delivered via email to the Customer's registered email address.

Customer Rights and Options

- Accept the new fee structure and continue the subscription;
- Reject the new fee structure and terminate the subscription without penalty; or
- Negotiate alternative terms with the Supplier, subject to mutual agreement.

Acceptance of Fee Changes

If a Customer continues to use the Supplier's services after the effective date of the fee change, such continued use shall constitute acceptance of the new fee structure.

Termination Due to Fee Changes

Should a Customer choose to terminate their subscription due to a fee change, they must provide written notice to the Supplier at least one (1) day prior to the effective date of the fee change.

Upon timely notice of termination, the Customer's subscription shall end on the day immediately preceding the effective date of the fee change.

Additional User or Site Subscription Fees

Customer may add additional users or sites, with the understanding that Accounts Receivable will audit at the end of every month and adjust the following monthly billing accordingly.

Subscription Term

The initial subscription term is month to month, with a 1 day written request to cancel, unless otherwise noted.

Customer data

The Customer affirms to the Supplier that the Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

The Supplier is not responsible for any lost data the Customer incurs due to misuse, nor are they responsible for lost data incurred from a blackout, scheduled system maintenance, cellular signal loss, or any technical failure.

Data Retention Policy

AccountAbility Global LLC ("the Supplier") is committed to maintaining the privacy and security of its customers' data. Once data has exceeded its retention period, it will be securely deleted and rendered unrecoverable. The following outlines the retention periods for various types of data collected by the Supplier:

1. **Activities, Scans, and Visitor Text Data:**
    - Retained for a total of **1 year**.
        - Data collected **within the past 6 months** is stored in the system with images.
        - Data **older than 6 months** is moved to a Secured Deep Archive and can be exported to a spreadsheet at Customer request.
2. **Activities, Scans, and Visitor Images/Files:**
    - Retained for **6 months**.
3. **Incidents Text Data and Images/Files:**
    - Retained for **5 years**.
4. **All Other Form/Report Text Data and Images/Files:**
    - Retained for **3 years**.
5. **Former Customers' Data:**
    - If a Customer ceases to be a customer of AccountAbility Global LLC, all their form data will be removed after **90 days**. During this period, the Customer can request any of their form/report data to be mass exported to a spreadsheet, even if they are no longer a current customer.
    - Data related to application functionality (**Clients**, **Sites**, **Checkpoints**, and **Users**) will be maintained for as long as possible (*not exceeding a period of* **1 year**) to facilitate smooth reintegration should the customer return. This data can be deleted at written request by the Customer at any time after their departure.

This policy ensures that data is retained only for as long as necessary to provide services to customers while balancing security, compliance, and operational needs.

Customers may request an extension of the retention period for any data (excluding Activities, Scans, and Visitor data) by contacting support. Such requests may be granted for a nominal fee, subject to review and approval by

AccountAbility Global LLC.

Customers can request the deletion of any and all data at any time by contacting support. Upon receipt of such a request, AccountAbility Global LLC will take appropriate steps to securely delete the data, subject to any legal or operational retention requirements.

The Customer acknowledges that they have the ability to save or print their reports and attached data (e.g., pictures/files) at any time while the data is retained by the Supplier during the retention period. The Customer accepts full responsibility for the long-term storage of data beyond the scope of the Supplier's Data Retention Policy. Additionally, the Customer acknowledges that after the expiration of the retention period, the data is no longer retrievable by the Supplier and agrees to take full responsibility for providing any requested data. The Supplier shall not be held liable for any inability to fulfill data requests once the retention period has ended and the data has been destroyed or is no longer accessible.

This Data Retention Policy may be updated or modified by AccountAbility Global LLC at its discretion, or as required to remain compliant with applicable laws and regulations.

Support services

The Supplier shall make available a help desk to the Customer during Normal Business Hours, and beyond, when possible. The Supplier agrees to provide Support Services with equitable skill and care.

The Customer may use the help desk to request or receive Support Services, and the Supplier shall respond promptly. The Supplier may suspend Support Services if any amount due to be paid by the Customer to the Supplier is late by at least 15 days.

Charges and payments

If the Customer does not pay any amount of the Charge due to the Supplier under this Agreement, the Supplier may cease services after 15 days delinquency.

Proprietary rights

No term in this Agreement allows the transfer or assignment of any intellectual property rights from the Supplier to the Customer or from the Customer to the Supplier. The Supplier owns 100% of the Services and Documentation included in this Agreement.

Limitation of liability

Nothing in this Agreement will:

1. limit any liability for personal injury or death resulting from negligence;
2. put parties liable for any loss of business, contracts, or opportunities;
3. limit any liability for fraudulent misrepresentation;
4. put parties responsible for any loss of savings or profits;
5. limit any liabilities not allowed under related laws;
6. put parties liable for any loss due to cellular blackout, scheduled system maintenance, cellular signal loss, or any technical issue; or
7. prohibit any liabilities that may not be excluded under applicable law.

Terms and termination

The Customer can terminate this Agreement at any time. The Supplier can terminate this Agreement by giving the Customer at least *30* days of written notice. If any Party breaches the contract terms, any Party can terminate the Agreement immediately. If either Party is dissolved, ceases conduct of all of its business, is unable to pay its debts, or becomes insolvent, the Agreement will be terminated.

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A breach in said Agreement shall not be waived except with the written consent of the Party not responsible for the violation.

Severability

If any provisions of this Agreement are determined to be unlawful or enforceable by any court or competent authority, all other provisions in this Agreement will continue in effect.

Entire agreement

This Agreement includes the entire agreement between the Supplier and the Customer and replaces all past Agreements, understandings, and representations of the Parties, whether written or oral.

Governing law

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that a court of competent jurisdiction in Fayette County Kentucky will settle any claim or dispute that arises out of this Agreement.

Please sign and date this Agreement below

Customer: Lexington Fayette Urban County Government 200 E. Main Street, Lexington, KY 40507

Signature: Linda Gorton Date: 6/2/2025

Lexington Fayette Urban County Government by Linda Gorton, Mayor

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4. put parties responsible for any loss of savings or profits;
5. limit any liabilities not allowed under related laws;
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Please sign and date this Agreement below

Customer: Lexington Fayette Urban County Government 200 E. Main Street, Lexington, KY 40507

Signature: Linda Gorton Date: 6/2/2025

Lexington Fayette Urban County Government by Linda Gorton, Mayor

6-2-2025

Steve Crosby, CEO
AccountAbility Global LLC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0380-25

File ID:	0380-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	243-2025	**In Control:**	Urban County Council
				File Created:	04/15/2025
File Name:	BCTC MOA FY26			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community And Technical College, for college courses for Fire personnel, at a cost not to exceed $100,000, subject to appropriations in FY26 by Council. [Div. of Fire and Emergency Management, Wells]

Notes: SAF in the CCO. REturned to Tammy James 9/2/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	MOA-BCTC blue sheet memo-042025, BCTC LFD MOA 2025-2026, 380-25 bctc fire 4931-4795-8074 v.1.doc, R-209-2025	**Enactment Number:**	R-209-2025
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0380-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Bluegrass Community And Technical College, for college courses for Fire personnel, at a cost not to exceed $100,000, subject to appropriations in FY26 by Council. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to renew a Memorandum of Agreement with Bluegrass Community and Technical

College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS), for the participation of Fire personnel in college courses associated with the Fire Academy, with the opportunity for them to earn BCTC credits that apply toward an Associate of Fire Science Degree, at a cost not to exceed $100,000. Funds are Budgeted in the FY26 Mayor's Proposed Budget. (L0380-35)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: $157,500 included in FY 2026 Mayor's Proposed Budget

Account Number: 1101-505701-5701-78110

This Fiscal Year Impact: not to exceed $100,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $157,500 included in FY 2026 Mayor's Proposed Budget

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: April 15, 2025

SUBJECT: MOA with Bluegrass Community and Technical College

The Division of Fire and Emergency Services request authorization to renew a Memorandum of Agreement with Bluegrass Community and Technical College (BCTC), a college of the Kentucky Community and Technical College System (KCTCS).

Why are you requesting? The purpose of this MOA is to renew the established agreement to set forth and ensure compliance with any and all terms and conditions of the participation of fire personnel in college courses associated with the Fire Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Fire Science Degree. The fire department and KCTCS/BCTC agree that the participation of fire personnel as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties.

Department needs this action completed because: This Agreement provides a benefit to the members of the Division of Fire and the community that we serve.

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

The cost for this FY is: For FY26

The cost for future FY is: Estimated cost will be based on a per student standard fee, not to exceed $100,000 (this amount does not include any potential financial aid awarded).

Are the funds budgeted? Yes, budgeted in the FY 26 Mayor's Proposed Budget.

File Number:

If a contract, please indicate the cancelation clause: Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance, provided that (i) all Fire Academy students or Fire Department employees enrolled in the cohort general education courses at the time of the notice of termination shall be given the opportunity to complete the then-current semester; and (ii) the Fire Department shall pay any monies owed to the College, including but not limited to monies owed for the enrollment of students prior to the notice of termination. Further, in the event of termination, the College shall apprise the Fire Department of any SACSCOC requirements, and the Fire Department shall comply with such requirements.

Director/Commissioner: Wells/Armstrong

MEMORANDUM OF AGREEMENT

by and between

Bluegrass Community and Technical College

and

Lexington Fayette Urban County Government

PURPOSE: This Memorandum of Agreement (hereinafter Agreement) is made and entered into this 1st day of July, 2025 by and between Bluegrass Community and Technical College (hereinafter BCTC or the College), a college of the Kentucky Community and Technical College System (hereinafter KCTCS), with an address of 300 North Main Street, Versailles, KY, 40383, and the Lexington Fayette Urban County Government (hereinafter the Lexington Fire Department or the Fire Department), with an address of 200 East Main Street, Lexington, KY 40507.

ACCREDITATION STATUS: BCTC is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award certificates, diplomas, and associate degrees. The College will observe SACSCOC and KCTCS guidelines and procedures and will adhere to the requirements of reporting information to these and other agencies. The implementation of this Agreement is contingent upon approvals required under the Principles of Accreditation.

PURPOSE AND BENEFIT: BCTC and the Fire Department enter into this Agreement to set forth and ensure compliance with any and all terms and conditions of the participation of Fire Department personnel in college courses associated with the Fire Department Academy, with the opportunity for these personnel to earn BCTC credits that apply toward an Associate of Applied Science Degree. The Fire Department and KCTCS/BCTC agree that the participation of Fire Department personnel as proposed, described, and agreed upon within this Agreement provides mutual and valuable benefit to both parties.

COST: All recruits will be enrolled at the current approved in-state tuition rate. The Fire Department will make one lump sum payment to BCTC for the total tuition, fees and charges due based upon the number of students and credit hours enrolled, payable before the last day of class for each term/semester/cohort. The payment will be based on the current tuition and fees as referenced at: https://bluegrass.kctcs.edu/affording-college/tuition-costs/index.aspx. BCTC and the Fire Department agree that the payment will be made per class section for each cohort/group. Any cohort less than ten students will require additional payment to achieve the minimum enrollment of ten per class section. The Fire Department or students will be responsible for the purchase of books and class materials. The Fire Department may allow additional personnel (beyond the cohort/group of recruits) to enroll to meet the minimum enrollment. Any additional personnel enrolled will make payment directly to BCTC for their total tuition, fees, and charges. BCTC will use the enrollment numbers on the first day of class to verify the minimum enrollment per class section. BCTC and the Fire Department will work collaboratively to prepare an enrollment roster for each class to delineate the individual pay students and the Fire Department lump sum payment. Once enrollment in any course exceeds the enrollment cap, a new section can be requested by the Fire Department with the same minimum enrollment stipulations listed above.

The Fire Department will provide, at no charge to BCTC, instructors to teach all Fire Academy courses. These instructors shall meet all Lexington Fire Academy Instructor qualifications and requirements to provide instruction. The Fire Department shall provide proof of qualifications prior to instruction upon request by BCTC.

EFFECTIVE TERM OF AGREEMENT: The term of this Agreement shall commence on July 1, 2025, and end on June 30, 2026. Parties shall have an option to renew the MOA under the same terms and conditions set forth in this Agreement. Renewals shall be on an annual basis and must be in writing, signed by both parties. This Agreement may also be amended in writing, signed by both parties.

TERMINATION: Notwithstanding the above, either party may terminate this MOA with or without cause by giving the other party written notice of the termination at least 30 days in advance, provided that (i) all Fire Academy students or Fire Department employees enrolled in the cohort general education courses at the time of the notice of termination shall be given the opportunity to complete the then-current semester; and (ii) the Fire Department shall pay any monies owed to the College, including but not limited to monies owed for the enrollment of students prior to the notice of termination. Further, in the event of termination, the College shall apprise the Fire Department of any SACSCOC requirements, and the Fire Department shall comply with such requirements.

TERMS AND CONDITIONS OF PARTICIPATION IN COLLEGE COURSES:

1. BCTC and the Fire Department each will identify a liaison to work with the other agency for the purposes of this Agreement.
2. BCTC agrees to assist identified Fire Department personnel with applying for admission to BCTC.
3. BCTC agrees to register identified Fire Department students into the designated general education courses, to provide instructors for the general education courses, and to transcript Fire Department personnel's performance in these courses.
4. BCTC agrees to articulate relevant Fire Department Academy curricula to identified BCTC courses (see Attachment 2) for the Fire Department personnel completing the Fire Department Academy, and BCTC agrees to transcript these articulated courses (see Attachment 3) once grades for these courses are received by the BCTC Registrar.
5. BCTC agrees that Fire Department personnel not participating in the Fire Department Academy may register into general education courses offered through the Fire Department Academy (see Attachment 1) as seats are available.
6. The Fire Department agrees to communicate with BCTC's liaison in a timely manner about the starting of upcoming Fire Department Academy cohorts.
7. The Fire Department agrees to provide BCTC's Office of Admissions with copies of official high school and college transcripts for each Fire Department personnel taking one or more Fire Department Academy general education courses, to house these original transcripts, and to make these original transcripts available to BCTC officials as requested.
8. The Fire Department agrees to require all Fire Department personnel taking one or more Fire Department Academy courses who do not meet BCTC's entrance requirements for that course or those courses (as determined by BCTC's evaluation of Fire Department personnel's transcripts) to schedule and take placement testing on one of BCTC's campuses.
9. The Fire Department agrees to require all Fire Department personnel needing supplemental instruction based on placement testing results to participate in supplemental instruction provided by BCTC.
10. BCTC agrees to provide diploma covers prior to the Fire Department Academy graduation and have a representative present (when possible) to assist in ceremonially awarding the credential. The understanding would be that each student applying for graduation must go through the same official graduation confirmation process carried out through the Registrar's office and will receive their official credential once confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this **DRAFT** **MEMORANDUM** **DRAFT** OF AGREEMENT and recommended the Agreement by signature:

_____	_____
Lexington Fayette Urban County Government Mayor	Date
_____	_____
Lexington Fire Department Fire Chief	Date
_____	_____
Dr. Gregory Feeney Bluegrass Community and Technical College President/CEO	Date

Attachment 1
(General Education Courses Offered through Fire Department Academy with a cap of 25/section)

The following courses are offered through the Fire Department Academy:

ENG 101 – Writing I (3 credit hours)

CHE 120 – Chemistry in Society (or other General Education Science Class) (3 credit hours)

HIS 240 – History of Kentucky (or other Heritage/Humanities Course) (3 credit hours)

MAT 126 – Technical Algebra and Trigonometry (or other General Education Math Course) (3 credit hours)

PSY 180 – Human Relations (or other Social or Behavioral Science Course) (3 credit hours)

These courses fulfill the requirements for an AAS, Fire Science Technology Degree. Total Credit Hours: 15

Digital Literacy: All recruits in the Lexington Fire Department Academy who apply for a AAS degree through BCTC have met the Digital Literacy requirement. It is believed this requirement is met though the technology used routinely by fire department students and in which the recruits will be trained to use.

Attachment 2
(Fire Department Academy curricula articulated to identified BCTC courses and explained in the MOU between the Kentucky Fire Commission – Fire Science Technology Training and the Kentucky Community and Technical College System (attachment 3))

FIR 101 – Basic Firefighting I (3 credit hours)
FIR 102 – Basic Firefighting II (3 credit hours)
FIR 103 – Basic Firefighting III (3 credit hours)
FIR 104 – Basic Firefighting IV (3 credit hours)
FIR 105 – Fire Suppression (3 credit hours)
FIR 106 – Intro to Special Response (3 credit hours)
FIR 107 – Intro to Rescue & Patient Care (3 credit hours)
FIR 230 – Emergency Medical Technician (6 credit hours) OR
FIR 215 – Emergency Medical Responder (3 credit hours) AND
FIR 200–Level Elective (3 credit hours)
Any six (6) courses (18 credit hours) of electives:
FIR 198 – Practicum (6)
FIR 202 – Fire Instructor I (3)
FIR 203 – Fire Instructor II (3)
FIR 205 – Fire Officer I (3)
FIR 206 – Fire Officer II (3)
FIR 210 – Aircraft Rescue Firefighting (3)
FIR 212 – Driver/Operator – Pumper (3)
FIR 213 – Driver/Operator – Aerial (3)
FIR 220 – Hazardous Materials Technician (3)
FIR 225 – Special Topics in Fire Science (1 – 6)
Additional Electives approved by Program Coordinator/Director

These courses fulfill the requirements for an AAS, Fire Science Technology Degree. Total Credit Hours: 45. In addition, these courses fulfill the requirements for the Basic Firefighter (12 credit hours) and Advanced Firefighter (21 credit hours). Additional certificates may be earned depending on credit for prior learning coursework evaluation.

INSERT FIRE COMMISSION/KCTCS MOU here.

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR COLLEGE COURSES FOR FIRE PERSONNEL, AT A COST NOT TO EXCEED $100,000.00, SUBJECT TO APPROPRIATIONS IN FY26 BY COUNCIL.

_____
_

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 Bluegrass Community Technical College, for college course for fire personnel.

Section 2 - That an amount, not to exceed the sum of $100,000.00, be and hereby is approved for payment to Bluegrass Community Technical College, from account #1101-505701-78110, subject to appropriations in FY26 by Council.

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
380-25:MRS: 4931-4795-8074, v. 1

RESOLUTION NO. 209-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS COMMUNITY AND TECHNICAL COLLEGE, FOR COLLEGE COURSES FOR FIRE PERSONNEL, AT A COST NOT TO EXCEED $100,000.00, SUBJECT TO APPROPRIATIONS IN FY26 BY COUNCIL.

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 Bluegrass Community Technical College, for college course for fire personnel.

Section 2 - That an amount, not to exceed the sum of $100,000.00, be and hereby is approved for payment to Bluegrass Community Technical College, from account #1101-505701-78110, subject to appropriations in FY26 by Council.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

380-25:MRS: 4931-4795-8074, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0384-25

File ID:	0384-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/15/2025
File Name:	Vision Zero Resolution			**Final Action:**	05/29/2025

Title: A Resolution endorsing the Vision Zero initiative; requiring each Dept. and Div. within LFUCG to assess their role in traffic safety and identify strategies under their purview in an effort to reduce and eventually eliminate traffic related fatalities and serious injuries and to collaborate with all relevant agencies, divisions, stakeholders, subject matter experts and the public to identify and implement projects, programs, strategies and policies that will be effective in accomplishing this goal; and requiring that within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Dept. of Planning and Preservation prepare a report on the needs and progress of achieving Vision Zero goals. [Mayor's Office, Peacher]

Notes:

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	BSMemo_VisionZero-4.2025, 2025.4.15-Draft Vision Zero Resolution, 0384-25 Vision Zero 4923-9609-1455 v.1.docx, R-210-2025	**Enactment Number:**	R-210-2025
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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0384-25

Title

A Resolution endorsing the Vision Zero initiative; requiring each Dept. and Div. within LFUCG to assess their role in traffic safety and identify strategies under their purview in an effort to reduce and eventually eliminate traffic related fatalities and serious injuries and to collaborate with all relevant agencies, divisions, stakeholders, subject matter experts and the public to identify and implement projects, programs, strategies and policies that will be effective in accomplishing this goal; and requiring that within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Dept. of Planning and Preservation prepare a report on the needs and progress of achieving Vision Zero goals. [Mayor's Office, Peacher]

Summary

Authorization to adopt a Resolution for a Vision Zero policy for Lexington-Fayette Urban County Government, demonstrating LFUCG's commitment to work toward a goal of eliminating traffic-related fatalities and serious injuries on public streets. No Budgetary impact. (L0384-25)(Peacher/Scott)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Yes, Completed by [William Razor, 4/15/2025]}

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

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: $N/A

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance:

TO: Linda Gorton, Mayor
Urban County Council

FROM: Brandi Peacher
Director of Project Management

DATE: April 15, 2025

SUBJECT: Resolution endorsing a Vision Zero Policy for Lexington-Fayette County and Establishing a Multi-Departmental Commitment to Eliminating Traffic Fatalities and Serious Injuries

Request:
This resolution formally adopts a Vision Zero policy for Lexington-Fayette Urban County Government, demonstrating LFUCG's commitment to work toward a goal of eliminating traffic-related fatalities and serious injuries on public streets.

Why are you requesting?
Traffic fatalities and serious injuries are rising in Lexington, mirroring national trends. Vulnerable road users—pedestrians, bicyclists, seniors, children, and people with disabilities—are most at risk. Vision Zero is a global, data-driven initiative to eliminate all traffic deaths and severe injuries while promoting safe, equitable mobility. More than 50 U.S. cities, including Louisville, have adopted Vision Zero commitments. This resolution does not allocate new funding but lays the groundwork for cross-departmental collaboration, better crash data sharing, and pursuit of safety-focused state and federal funding. It aligns with national best practices and builds on Lexington's investments in Complete Streets, traffic calming, and equitable transportation. The initiative will be led by the Division of Planning within the MPO, in coordination with Engineering, Environmental Quality & Public Works, and Traffic Engineering.

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

The cost for this FY is: none

The cost for future FY is: none

Are the funds budgeted? NA

Account number:

File Number: 0384-25

Director/Commissioner: Peacher/Scott

RESOLUTION NO. _____- 2025

A RESOLUTION ENDORSING THE VISION ZERO INITIATIVE;, REQUIRING EACH DEPARTMENT AND DIVISION WITHIN LFUCG TO ASSESS THEIR ROLE IN TRAFFIC SAFETY AND IDENTIFY STRATEGIES UNDER THEIR PURVIEW IN AN EFFORT TO REDUCE AND EVENTUALLY ELIMINATE TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES AND TO COLLABORATE WITH ALL RELEVANT AGENCIES, DIVISIONS, STAKEHOLDERS, SUBJECT MATTER EXPERTS AND THE PUBLIC TO IDENTIFY AND IMPLEMENT PROJECTS, PROGRAMS, STRATEGIES AND POLICIES THAT WILL BE EFFECTIVE IN ACCOMPLISHING THIS GOAL; AND REQUIRING THAT WITHIN TWELVE MONTHS FROM PASSAGE OF THIS RESOLUTION, AND EVERY TWELVE MONTHS THEREAFTER, THE LFUCG DEPARTMENT OF PLANNING AND PRESERVATION PREPARE A REPORT ON THE NEEDS AND PROGRESS OF ACHIEVING VISION ZERO GOALS.

WHEREAS, it is the goal of the LFUCG to ensure the health, safety and welfare of all of Lexington's residents and visitors; and

WHEREAS, LFUCG believes that no one should die or suffer serious injury while traveling on Lexington's streets and highways including people of all ages and abilities using all modes of travel; and

WHEREAS, there have been 366 deaths and 1,328 serious injuries on public roadways within Fayette County and highways since 2014, making crashes involving motor vehicles a critical public health, safety and welfare issue; and

WHEREAS, the rate of fatal and serious injury crashes per capita between 2015 to 2019 was 41 percent higher in areas of persistent poverty and communities disproportionately impacted by mobility barriers, relative to Fayette County as a whole, and vulnerable users including pedestrians and bicyclists were involved in 1.5 percent of collisions yet accounted for 25 percent of traffic deaths in Fayette County since 2014; and

WHEREAS, Vision Zero is the concept that traffic deaths and serious injuries on our roadways are unacceptable, and that holistic traffic safety strategies should be deployed in an effort to eliminate all traffic fatalities and severe injuries suffered by all road users; and since speed is recognized as a major determining factor of survival and injury severity in a crash, and that people will sometimes make mistakes, the road system should thus be designed and operated in a way to minimize conflict points and reduce speeds such that human error is less likely and does not result in severe injuries or fatalities. The framework of Vision Zero is the Federal Highway Administration's Safe Systems Approach with an emphasis on providing for Safer People, Safer Streets and

Safer Speeds, and successful Vision Zero programs are a result of both a complete government approach (i.e., interdepartmental, coordinated initiatives) and community support of Vision Zero objectives and action plans.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 - That Vision Zero Initiative is endorsed as a comprehensive and holistic approach to working towards achieving the goal of eliminating traffic fatalities and serious injuries by 2050.

Section 3 - That each department and division within LFUCG shall assess their role in traffic safety and identify strategies under their purview that can help reduce and work towards the goal of eliminating traffic related fatalities and serious injuries.

Section 4 - That LFUCG will collaborate with all relevant agencies, divisions, stakeholders, subject matter experts and the public to identify and implement projects, programs, strategies and policies that will be effective in accomplishing the goals of Vision Zero.

Section 5 - That within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Department of Planning and Preservation shall prepare a report on the needs and progress of achieving the goals of Vision Zero.

Section 6 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

RESOLUTION NO. _____- 2025

A RESOLUTION ENDORSING THE VISION ZERO INITIATIVE; REQUIRING EACH DEPARTMENT AND DIVISION WITHIN LFUCG TO ASSESS THEIR ROLE IN TRAFFIC SAFETY AND IDENTIFY STRATEGIES UNDER THEIR PURVIEW IN AN EFFORT TO REDUCE AND EVENTUALLY ELIMINATE TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES AND TO COLLABORATE WITH ALL RELEVANT AGENCIES, DIVISIONS, STAKEHOLDERS, SUBJECT MATTER EXPERTS AND THE PUBLIC TO IDENTIFY AND IMPLEMENT PROJECTS, PROGRAMS, STRATEGIES AND POLICIES THAT WILL BE EFFECTIVE IN ACCOMPLISHING THIS GOAL; AND REQUIRING THAT WITHIN TWELVE MONTHS FROM PASSAGE OF THIS RESOLUTION, AND EVERY TWELVE MONTHS THEREAFTER, THE LFUCG DEPARTMENT OF PLANNING AND PRESERVATION PREPARE A REPORT ON THE NEEDS AND PROGRESS OF ACHIEVING VISION ZERO GOALS.

WHEREAS, it is the goal of the LFUCG to ensure the health, safety, and welfare of all of Lexington's residents and visitors; and

WHEREAS, LFUCG believes that no one should die or suffer serious injury while traveling on Lexington's streets and highways, including people of all ages and abilities using all modes of travel; and

WHEREAS, there have been 366 deaths and 1,328 serious injuries on public roadways within Fayette County and highways since 2014, making crashes involving motor vehicles a critical public health, safety, and welfare issue; and

WHEREAS, the rate of fatal and serious injury crashes per capita between 2015 to 2019 was 41 percent higher in areas of persistent poverty and communities disproportionately impacted by mobility barriers, relative to Fayette County as a whole, and vulnerable users including pedestrians and bicyclists were involved in 1.5 percent of collisions yet accounted for 25 percent of traffic deaths in Fayette County since 2014; and

WHEREAS, Vision Zero is the concept that traffic deaths and serious injuries on our roadways are unacceptable, and that holistic traffic safety strategies should be deployed in an effort to eliminate all traffic fatalities and severe injuries suffered by all road users; and since speed is recognized as a major determining factor of survival and injury severity in a crash, and that people will sometimes make mistakes, the road system should thus be designed and operated in a way to minimize conflict points and reduce speeds such that human error is less likely and does not result in severe injuries or fatalities. The framework of Vision Zero is the Federal Highway Administration's Safe Systems Approach with an emphasis on providing for Safer People, Safer Streets and Safer Speeds, and successful Vision Zero programs are a result of both a complete

government approach (i.e., interdepartmental, coordinated initiatives) and community support of Vision Zero objectives and action plans.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That Vision Zero Initiative is endorsed as a comprehensive and holistic approach to working towards achieving the goal of eliminating traffic fatalities and serious injuries by 2050.

Section 3 – That each department and division within LFUCG shall assess their role in traffic safety and identify strategies under their purview that can help reduce and work towards the goal of eliminating traffic-related fatalities and serious injuries.

Section 4 – That LFUCG will collaborate with all relevant agencies, divisions, stakeholders, subject matter experts, and the public to identify and implement projects, programs, strategies, and policies that will be effective in accomplishing the goals of Vision Zero.

Section 5 – That within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Department of Planning and Preservation shall prepare a report on the needs and progress of achieving the goals of Vision Zero.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0384-25:WDR:4923-9609-1455, v. 1

RESOLUTION NO. 210 - 2025

A RESOLUTION ENDORSING THE VISION ZERO INITIATIVE; REQUIRING EACH DEPARTMENT AND DIVISION WITHIN LFUCG TO ASSESS THEIR ROLE IN TRAFFIC SAFETY AND IDENTIFY STRATEGIES UNDER THEIR PURVIEW IN AN EFFORT TO REDUCE AND EVENTUALLY ELIMINATE TRAFFIC RELATED FATALITIES AND SERIOUS INJURIES AND TO COLLABORATE WITH ALL RELEVANT AGENCIES, DIVISIONS, STAKEHOLDERS, SUBJECT MATTER EXPERTS AND THE PUBLIC TO IDENTIFY AND IMPLEMENT PROJECTS, PROGRAMS, STRATEGIES AND POLICIES THAT WILL BE EFFECTIVE IN ACCOMPLISHING THIS GOAL; AND REQUIRING THAT WITHIN TWELVE MONTHS FROM PASSAGE OF THIS RESOLUTION, AND EVERY TWELVE MONTHS THEREAFTER, THE LFUCG DEPARTMENT OF PLANNING AND PRESERVATION PREPARE A REPORT ON THE NEEDS AND PROGRESS OF ACHIEVING VISION ZERO GOALS.

WHEREAS, it is the goal of the LFUCG to ensure the health, safety, and welfare of all of Lexington's residents and visitors; and

WHEREAS, LFUCG believes that no one should die or suffer serious injury while traveling on Lexington's streets and highways, including people of all ages and abilities using all modes of travel; and

WHEREAS, there have been 366 deaths and 1,328 serious injuries on public roadways within Fayette County and highways since 2014, making crashes involving motor vehicles a critical public health, safety, and welfare issue; and

WHEREAS, the rate of fatal and serious injury crashes per capita between 2015 to 2019 was 41 percent higher in areas of persistent poverty and communities disproportionately impacted by mobility barriers, relative to Fayette County as a whole, and vulnerable users including pedestrians and bicyclists were involved in 1.5 percent of collisions yet accounted for 25 percent of traffic deaths in Fayette County since 2014; and

WHEREAS, Vision Zero is the concept that traffic deaths and serious injuries on our roadways are unacceptable, and that holistic traffic safety strategies should be deployed in an effort to eliminate all traffic fatalities and severe injuries suffered by all road users; and since speed is recognized as a major determining factor of survival and injury severity in a crash, and that people will sometimes make mistakes, the road system should thus be designed and operated in a way to minimize conflict points and reduce speeds such that human error is less likely and does not result in severe injuries or fatalities. The framework of Vision Zero is the Federal Highway Administration's Safe Systems Approach with an emphasis on providing for Safer People, Safer Streets and Safer Speeds, and successful Vision Zero programs are a result of both a complete

government approach (i.e., interdepartmental, coordinated initiatives) and community support of Vision Zero objectives and action plans.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That Vision Zero Initiative is endorsed as a comprehensive and holistic approach to working towards achieving the goal of eliminating traffic fatalities and serious injuries by 2050.

Section 3 – That each department and division within LFUCG shall assess their role in traffic safety and identify strategies under their purview that can help reduce and work towards the goal of eliminating traffic-related fatalities and serious injuries.

Section 4 – That LFUCG will collaborate with all relevant agencies, divisions, stakeholders, subject matter experts, and the public to identify and implement projects, programs, strategies, and policies that will be effective in accomplishing the goals of Vision Zero.

Section 5 – That within twelve months from passage of this Resolution, and every twelve months thereafter, the LFUCG Department of Planning and Preservation shall prepare a report on the needs and progress of achieving the goals of Vision Zero.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0384-25:WDR:4923-9609-1455, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0385-25

File ID: 0385-25 **Type:** Resolution **Status:** Approved

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

File Created: 04/15/2025

File Name: Approve agreement with Webasto Roof Systems, Inc. to participate in the Kentucky Business Investment Program

Final Action: 05/29/2025

Title: A Resolution approving the granting of an Inducement to Webasto Roof Systems, Inc., or its successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

Notes:

Sponsors:

Enactment Date: 05/29/2025

Attachments: Webasto KBI Blue Sheet April 2025, RESO 0385-25
Webasto KBI 4900-9021-0111 v.1.docx, R-211-2025

Enactment Number: R-211-2025

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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0385-25

Title

A Resolution approving the granting of an Inducement to Webasto Roof Systems, Inc., or its

successor or affiliate, pursuant to the Ky. Business Investment Act (KRS Subchapter 154.32), whereby the Lexington-Fayette Urban County Government agrees to rebate annually one percent (1%) of the Company's occupational license fees for a term of no longer than ten (10) years from the activation date, subject to the limitations contained in the Act and any agreement with the Ky. Economic Development Finance Authority or the Urban County Government related to the project, and taking other related action. [Mayor's Office, Atkins]

Summary

Authorization to allow an inducement to Webasto Roof Systems, Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. To meet increased market demand, the Co. will expand existing operations at their Fayette County location. (L0385-25)(Atkins)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 4/15/2025]}

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

Fully Budgeted [select]: NA

Account Number:

This Fiscal Year Impact: Revenue to be rebated. Tax expenditure, not actual cost

Annual Impact: Revenue to be rebated. Tax expenditure, not actual cost

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER

TO: **Linda Gorton**
Mayor

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **April 15, 2025**

RE: **Approve agreement with Webasto Roof Systems, Inc. to participate in the Kentucky Business Investment Program**

Request:
Authorization to allow an inducement to Webasto Roof Systems, Inc. as local participation in the Kentucky Business Investment (KBI) Program, which includes a 10-year local 1% wage assessment through KBI. To meet increased market demand, the company will expand existing operations at their Fayette County location.

Why are you requesting:
The Kentucky Economic Development Finance Authority (KEDFA) has given Webasto Roof Systems, Inc. preliminary approval to participate in the KBI Program. The KBI Program requests that the state and local government enter into a 10-year agreement with the approved company under which the business can recover up to 100% of its start-up and equipment costs through Kentucky corporate income tax credits and a wage assessment fee of up to 3.4%. The company plans to create 185 new jobs with an average wage of approximately $66,000.00 per year including benefits. Webasto Roof Systems, Inc. plans to invest more than $25 million in building improvements, equipment and start-up costs.

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

The cost for FY2025 is: Revenue to be rebated. Tax expenditure, not actual cost.

The cost for future FY is: Revenue to be rebated. Tax expenditure, not actual cost.

Are the funds budgeted?
N/A

Director/Commissioner:
Kevin Atkins

RESOLUTION NO. ____-2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO WEBASTO ROOF SYSTEMS, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Webasto Roof Systems, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Webasto Roof Systems, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Webasto Roof Systems, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement to Webasto Roof Systems, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0385-25:EPT_4900-9021-0111, v. 1

RESOLUTION NO. 211-2025

A RESOLUTION APPROVING THE GRANTING OF AN INDUCEMENT TO WEBASTO ROOF SYSTEMS, INC., OR ITS SUCCESSOR OR AFFILIATE, PURSUANT TO THE KENTUCKY BUSINESS INVESTMENT ACT (KRS SUBCHAPTER 154.32), WHEREBY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AGREES TO REBATE ANNUALLY ONE PERCENT (1%) OF THE COMPANY'S OCCUPATIONAL LICENSE FEES FOR A TERM OF NO LONGER THAN TEN (10) YEARS FROM THE ACTIVATION DATE, SUBJECT TO THE LIMITATIONS CONTAINED IN THE ACT AND ANY AGREEMENT WITH THE KENTUCKY ECONOMIC DEVELOPMENT FINANCE AUTHORITY OR THE URBAN COUNTY GOVERNMENT RELATED TO THE PROJECT, AND TAKING OTHER RELATED ACTION.

WHEREAS, the General Assembly has created the Kentucky Business Investment Program pursuant to KRS Subchapter 154.32 (the "Act") to induce the creation of certain qualifying projects that would create jobs in Kentucky; and

WHEREAS, the Kentucky Economic Development Finance Authority has preliminarily approved the participation of Webasto Roof Systems, Inc., in the Kentucky Business Investment Program (the "Program"); and

WHEREAS, the Council of the Lexington-Fayette Urban County Government is willing to approve the granting of an inducement to Webasto Roof Systems, Inc. (or its successor or affiliate), pursuant to the Act, whereby it would rebate annually to the Company one percent (1%) of the occupational license fee that would otherwise be due to it related to the employees who meet the requirements of the Program, which shall be retained by Webasto Roof Systems, Inc., for a term of no longer than ten (10) years from the activation date established by the Program, subject to the limitations contained in the Act and any agreement.

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

Section 1 – That the preamble to this Resolution is incorporated herein as if set out in full.

Section 2 – That the granting of an inducement to Webasto Roof Systems, Inc., or its successor or affiliate as may be approved by the Kentucky Economic Development Finance Authority initially or in the future ("the Company"), be and hereby is approved pursuant to the Kentucky Business Investment Program of the Kentucky Jobs Development Act (KRS Subchapter 154.32).

Section 3 – That pursuant to the Kentucky Business Investment Program and KRS 154.32-090, the Lexington-Fayette Urban County Government hereby agrees rebate annually to the Company one percent (1%) of the occupational license fee due from and remitted by the Company from the wages of those employees whose jobs meet the criteria related to the qualifying project under the program (as determined by the Kentucky Economic Development Finance Authority), for a term of no longer than ten (10) years from the activation date established by the program, subject to the limitations contained in the Act, any agreement the Company has with the Authority or the Lexington-Fayette Urban County Government related to the project, and the submission of necessary documentation.

Section 4 – That the Mayor, the Clerk of the Urban County Council, and other appropriate officers and employees of the Urban County Government are hereby authorized to execute, acknowledge and deliver any agreements, documents and such other instruments and papers and to take such other actions as may be necessary or desirable, on behalf of the Lexington-Fayette Urban County Government, to effect the transactions authorized above.

Section 5 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0385-25:EPT_4900-9021-0111, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0387-25

File ID:	0387-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	152-2025	**In Control:**	Urban County Council
				File Created:	04/15/2025
File Name:	JustFOIA			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with MCCi, LLC, for the procurement of JustFOIA Pro Plus open records management software and related services, at a cost not to exceed $15,641.48, subject to 5% annual increases. [Div. of Computer Services, Stewart]

Notes: SAF in the CCO. Returned to Liz Rodgers 6/11/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Bluesheet Memo_JustFOIA, OMNIA-NCPA-01-162_MCCi, (LFUCG REDLINE) MSA 52328 - Lexington-Fayette Urban County Government (JF Clean 4.4.25) Final, (LFUCG REDLINE) Addendum 1 to MSA 52328 - Lexington-Fayette Urban County Government - 34843 (JF Clean) Final 4.4.25, RESO 0387-25 4931-1061-7917 v.2.docx, R-212-2025, Contract #152-2025	**Enactment Number:**	R-212-2025
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0387-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with MCCi, LLC, for the procurement of JustFOIA

Pro Plus open records management software and related services, at a cost not to exceed $15,641.48, subject to 5% annual increases. [Div. of Computer Services, Stewart]

Summary

Authorization to execute a Master Service Agreement and purchase JustFOIA Pro Plus open records management software and related services under the same terms and conditions as OMNIA - NCPA 01-162, a Contract between Omnia Partners and MCCi, LLC. JustFOIA provides a user-friendly experience for the requester, consistent logging and distribution to custodians after intake, and automated redaction of sensitive information at scale. At a cost not to exceed $15,641.48 in FY 2025. Funds are Budgeted. (L0387-25) (Stewart/Rodgers)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-202505-0001-76102

This Fiscal Year Impact: $15,641.48

Annual Impact: $15,641 plus 5% increase annually

Project:

Activity:

Budget Reference:

Current Balance: $143,224.86

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: April 15, 2025

SUBJECT: JustFOIA solution for management of open records requests

---

Request:

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to procure JustFOIA Pro Plus open records management software and related services under the same terms and conditions as OMNIA - NCPA 01-162, a contract between Omnia Partners and MCCi, LLC, attached hereto and incorporated herein by reference, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

Purpose:

The Urban County Government receives numerous open records requests, often resulting in large volumes of documents to be processed. Manually logging, distributing, compiling, and redacting these records consumes hundreds of person-hours each year. The selected software provides a user-friendly experience for the requester, consistent logging and distribution to custodians after intake, and automated redaction of sensitive information at scale. This solution will allow Divisions to publish unique intake forms as needed, while serving the whole of LFUCG on a single platform.

Budgetary Implication:

Cost for FY25 not to exceed $15,641.48. Renewal to increase by 5% annually.

Are the funds budgeted? Yes

Account String: 1101-202505-0001-76102

File Number: 0387-25

Director/Commissioner: Stewart/Rodgers

3717 Apalachee Parkway Suite 201
Tallahassee, Florida 32311
(800) 342-2633
www.MCCinnovations.com

Purchasing Department
Region 14 Education Service Center
National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, Texas 77270

To Whom it May Concern,

The future is clear. We want to make a difference in your team's lives. Our vision is to free one million people from manual business processes so they can grow, and their organizations can prosper. Today, you are taking steps to be part of this vision.

While reviewing our proposal, keep in mind MCCi is your partner in the digital transformation journey.

Digital Transformation: As we embark on your digital transformation journey, MCCi is your partner, not just another vendor. We do the right thing, always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing that work with the highest integrity and character level. We are committed to building a solution to grow in your organization, further streamline processes, and eliminate bottlenecks.

Full Portfolio of Solutions: As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies, including Laserfiche for content services, Blue Prism for robotic process automation, ABBYY for intelligent capture, and One Span for digital signatures.

Industry Experts: MCCi has the most committed, intelligent, and innovative professionals in the industry. We are a team ready to create next-level results with the courage to try something new. Without focusing on our clients, we will not reach our destination. With 150 years of combined professional services experience, your assigned project manager is committed to your implementation success.

Thank you for your interest in MCCi's solutions, we are pleased to enclose our proposal.

Sincerely,

Stephanie Wood
Director of Sales Operations
Corporate Office
(800) 342-2633 ext. 1739 | swood@mccinnovations.com

Request for Proposal #36-22 for Documents and Records Management

National Cooperative Purchasing Alliance (NCPA)

Issued: November 14, 2022
Valid for 120 days

mcci
Transform the way you work.

TABLE OF CONTENTS

Tab 1 - MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS **4**
Tab 2 - NCPA ADMINISTRATION AGREEMENT **14**
Tab 3 - VENDOR QUESTIONNAIRE **18**
Tab 4 - VENDOR PROFILE **22**
Tab 5 - PRODUCTS AND SERVICES **31**
Warranty 31
Products 32
Construction 32
1. Categories 33
2. Products and Services 58
Tab 6 - REFERENCES **78**
Tab 7 - PRICING **81**
Tab 8 - VALUE ADDED PRODUCTS AND SERVICES **82**
Service Packages 82
MCCi's Supplemental Support Packages 110
Managed Cloud Overview 115
ABBYY Overview 117
OneSpan Overview 122
JustFOIA Overview 123
Tab 9 - REQUIRED DOCUMENTS **126**

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

MCCi, LLC.
Company Name

3717 Apalachee Parkway, Suite 201
Address

Tallahassee	FL	32311
City	State	Zip

(850)701-0725	(850)564-7496
Telephone Number	Fax Number

salesoperations@mccinnovations.com
Email Address

Donny Barstow	President & CEO
Printed Name	Position

E-SIGNED by Donny Barstow
on 2022-10-21 16:59:02 GMT
Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and MCCi, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-162, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

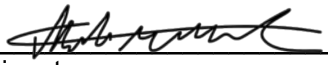
Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	MCCi, LLC
Organization	Vendor Name
Matthew Mackel	Donald Barstow
Name	Name
Director, Business Development	President and CEO
Title	Title
PO Box 701273	3717 Apalachee Parkway, Suite 201
Address	Address
Houston, TX 77270	Tallahassee, Florida 32311
Address	Address
	E-SIGNED by Donny Barstow on 2022-10-24 17:59:09 GMT
Signature	Signature
December 8, 2022	October 24, 2022
Date	Date

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☒ **All Canada Provinces and Territories** **All Orders will be placed in US Dollars** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

All Orders will be placed in US Dollars

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☒ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of **Tallahassee**, State of **Florida**.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☒ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☒ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person	**Stephanie Wood**
Title	**Director of Sales Operations**
Company	**MCCi, LLC**
Address	**3717 Apalachee Parkway, Suite 201**
City/State/Zip	**Tallahassee, FL 32311**
Phone	**(850) 701-0725**
Email	**swood@mccinnovations.com**

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4 - VENDOR PROFILE

COMPANY'S OFFICIAL REGISTERED NAME.

MCCi, LLC.

BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

In 2003, MCCi was founded as a company primarily focused on helping public sector organizations with records management and document digitization. We quickly achieved our goal to be the largest Laserfiche solution provider and, in the process, helping our clients go paperless. As technology and our clients' needs changed, we became more involved in their business processes and operations. Over the past decade, we have gone through our own digital transformation journey. We've evolved into a consulting company with expertise in business process automation and we provide our clients with leading hyper-automation technologies. We are a trusted partner to approximately 1,000 public sector organizations as an end-to-end services provider who fiercely believes that strong partnerships and people lead to successful outcomes.

MCCi is headquartered in Tallahassee, Florida but has a virtual-first workforce with approximately 130 employees spread across the nation. Our team is composed of some of the most committed, intelligent, and innovative industry professionals. MCCi prides itself as a high-growth, high-touch workplace that attracts great talent and focuses on their core values. This growth mindset is deeply embedded, starting with the hiring and onboarding stage, and continuing throughout each person's career development. As an expert in emerging technologies, we have a disciplined practice of continuous training as demonstrated by our team's many industry certifications. Our focus on leadership (philosophy and practice) is intense, deliberate, and believed to be a core differentiator as a company.

Our growth and the success of our clients are widely recognized. Most recently, *Inc. Magazine* recognized MCCi as one of their "Inc. 5000" fastest-growing private companies in the United States. Additional noteworthy recognition includes such accolades as: Top 10 Best Companies to Work, Florida Companies to Watch, Microsoft Gold Certified Partner, ABBYY Partner of the Year, Blue Prism Public Sector Partner of the Year, and the only Laserfiche Diamond-Level Provider.

COMPANY'S DUN & BRADSTREET (D&B) NUMBER.

557446916

COMPANY'S ORGANIZATIONAL CHART OF THOSE INDIVIDUALS THAT WOULD BE INVOLVED IN THE CONTRACT.

MCCi team members are focused on customer service in every aspect of our clients' projects. We focus on the "Client Lane" as a theme to unite us in how we serve. MCCi brings a dedicated staff of 130 of the most creative and intelligent professionals in the industry. Below is a list of a few individuals that would be involved in the NCPA projects as well as MCCi's Organizational Chart.

Executive Team

MCCi's Executive Team is available for any escalation needed for our clients.
Donny Barstow (President & CEO)
Victor D'Aurio (COO)
Shawn Hermann (CIO)
Jody Bennett (SVP of Sales & Marketing)
Emery Jones (CFO)

Account Team

MCCi's Account Team will serve as the main points of contact throughout the contract for sales, customer service, pre-sales, and various other needs the client may have outside of professional services or technical

support. These individuals are listed in the section below as Account Executives, Solutions Architects, Territory Managers and Account Managers.

Professional Services Team

The Professional Services team members will be available as a contact for professional services. Several Professional Services Team are listed below in the state offices section as Program Managers, Project Managers, Project Coordinators, System Engineers, and Technical Trainers.

Technical Support Team

MCCi has a technical support team of over sixteen support experts led by Drew Ferrell (MCCi Support Manager). Almost 10 years ago, Drew joined our support team as a technician. He has seen it all serving our diverse client base over his impressive tenure. A 99% client satisfaction rating speaks to the organization he has built.

Sales Operations & Finance

MCCi Sales Operations & Finance teams handle sales quotes, invoicing, renewals, billing inquiries, etc. These teams are ready and able to answer questions when needed.



CORPORATE OFFICE LOCATION.

MCCi's Corporate office is located at 3717 Apalachee Parkway, Suite 201, Tallahassee FL 32311

LIST THE NUMBER OF SALES AND SERVICES OFFICES FOR STATES BEING BID IN SOLICITATION. LIST THE NAMES OF KEY CONTACTS AT EACH WITH TITLE, ADDRESS, PHONE AND E-MAIL ADDRESS.

Florida Home Office
Donny Barstow ~ President & Chief Executive Officer
Victor D'Aurio ~ Chief Operating Officer
Shawn Hermann ~ Chief Information Officer
Lawrence Steed ~ Territory Manager
Gabe Young - Solutions Architect
Jack Frazee ~ Senior Account Manager
Alexandra Barnes ~ Account Manager
Austin Morris ~ Account Manager
Kyle Law ~ Account Manager
Jenice Owens ~ Account Manager
Desiree Johnson ~ Project Manager
Dana Terry ~ Project Manager
Keith Hay ~ Lead Technical Engineer
Mahmoud Abdelhadi ~ Systems Engineer I
Paula Gomez ~ Project Coordinator II
Paul Heavener ~ Technical Trainer

California Office
Emery Jones ~ Chief Financial Officer
Rose Brewer ~ Solutions Architect
Menfis Clark ~ Account Manager
Paul Pastor ~ Systems Engineer I
Alex Wilson ~ Systems Engineer III

Colorado Office
Justin Mandeville ~ Account Manager
Arianna Kessler ~ Project Coordinator
Lauren Keddington ~ Systems Engineer I
Veronica Lopez ~ Technical Trainer

Florida Offices
Traci Small ~ Vice President of Enterprise Sales
Alexis Blue ~ Enterprise Account Manager
Bryan Frick ~ Account Executive
Michael Lunn ~ Lead Technical Engineer
Seth Gordon ~ Project Coordinator

Georgia Office
Michael Beaudreau ~ Account Executive
Taylor E Hutchinson ~ Territory Manager

Idaho Office
Sahara Peterson ~ Account Manager
Jeremy Wheeler ~ Systems Engineer I
Bryant Biorn ~ Systems Engineer III

Mississippi Office
Jody Bennett ~ Senior Vice President of Sales & Marketing

New Hampshire Office
Michael Collier ~ Account Manager

New Jersey Office
Jessica Steiner ~ Project Coordinator

North Carolina Office
Garrick Tomlin ~ Client Consulting Program Manager
Kevin Smith ~ Account Executive
Nathan Whicker – Lead Solutions Architect
David Maddox ~ Senior Solutions Architect
Katie Hennigan ~ Project Manager
Molly McCarthy ~ Systems Engineer II
Jeffrey L Neelley ~ Systems Engineer III

South Carolina Office
Kimberly Ratliff ~ Project Coordinator
James Rutherford ~ Systems Engineer I

Texas Office
Jessica Smith ~ Commercial Projects Program Manager
Rigo Ruiz ~ Project Manager
Jason Eades ~ Systems Engineer II
Darrell Rush ~ Systems Engineer II
Levi Johnson ~ Systems Engineer III

Virginia Office
Mike Pazuki - Director of Intelligent Automation
Jeremy Gibson ~ Account Executive
Brian Sabian ~ Senior Solutions Architect
Angela Ellis ~ Solutions Architect
John Geist ~ Project Manager/Systems Engineer
Jeremy Blackwell ~ Project Manager

Washington Office
Andre Armstead ~ Account Executive

Wisconsin Office
Adrienne Hussey ~ Account Manager

Please Note ~ additional contact information will be provided upon request.

DEFINE YOUR STANDARD TERMS OF PAYMENT.

MCCi, utilizes a standard net 30 payment terms policy. Billing terms and milestones are based on specific projects and deliverables.

WHO IS YOUR COMPETITION IN THE MARKETPLACE?

MCCi is a business process automation company that accelerates digital transformation by adding intelligence to clients' processes enterprise-wide. As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies. MCCi does run into competition with other companies offering similar products and services, but most are lacking the extensive government knowledge that we can provide. Our competition includes other document management companies, other RPA companies, and other intelligent capture companies.

WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

MCCi has over 20 years of experience enabling public sector clients to achieve operational efficiencies and meet regulatory commitments with enterprise document/content management technology. This experience shines during our implementations as we have developed a strong set of best practices and take a great deal of pride in every client.. MCCi has been the #1 Laserfiche Solution Provider in the public sector since 2005 and the #1 Laserfiche Solution Provider in the world for the last 10 years.

After implementation, we provide world-class support and on-going project services. Our client satisfaction rating is 99% because we put our clients first. Our support team is comprised of Laserfiche-certified, friendly professionals available 24/7/365. We have the largest Laserfiche services team in the country, which enables us to properly staff our clients' projects with the right experts for their needs.

MCCi Differentiator: Experience in Deployment

- **Largest Laserfiche Provider** – We have implemented over 1300 Laserfiche systems successfully and support over 115,000 users. We do not underbid; we over deliver. We ensure client satisfaction on every project. We currently have over thirty-five state agencies as happy clients. We understand the complexities and intricacies of state agencies.
- **Public Sector Focus** – MCCi provides services to approximately 1,000 public sector agencies including School Districts, Cities, Counties, State Agencies, Special Districts, Higher Education, and more. MCCI also understands the critical compliance requirements of records management in the public sector and has in-depth knowledge of deploying and configuring the Records Management Module in the Laserfiche.

- **Professional Certifications** – MCCi's staff is well-trained and holds multiple certifications in security, HIPPA, CJIS, project management, records management, CDIA+ and more to give clients the peace of mind that they're in the most competent hands. Our staff is also either Laserfiche Gold or Platinum Certified. MCCI also has certifications in UiPath and Blue Prism for additional robotic process automation needs.
- **Specialization in Enterprise Adoption**- Our goal is to maximize client ROI for Laserfiche. We future-proof initial project plans, knowing that one day Laserfiche will be used across the client's entire organization. This mindset helps clients plan to meet their short-term objectives while architecting the solution to align with long-term priorities and reduce maintenance burden. Our professional services team has technical trainers that provide best-in-class, hands-on training to ensure enterprise-wide adoption. Our project managers know the product. They are Laserfiche Gold Certified and hold other professional certifications. They get to know client business processes and help clients implement a plan that considers their needs and the technology's capabilities.
- **Development and Migration Skills** – We have a highly skilled development team with over 80 years' combined experience. We have over 20 years' experience migrating documents and data from legacy ECM solutions. Our team is available for performing data migrations, custom integrations, and other customizations. While Laserfiche is a no-code/lowcode solution, this team can further extend the platform to maximize value for clients' organizations.
- **Dedicated Support** – Once a client's implementation is complete, they will have access to our top-rated support staff for troubleshooting & supporting their Laserfiche system. Our staff can be easily reached through email, phone, or our online support center. We have supplementary support packages that scale based on client needs to ensure they have the necessary assistance and knowledge available. MCCi's client focus is validated by our 98% renewal rating on Laserfiche support and a client satisfaction score of 99%(updated on a weekly basis). MCCi's multi-layered support team provides multiple contacts to ensure fast response times and maximize product performance. Our support team has over 50 years of Laserfiche experience with nine technicians and nine analysts. Our help desk is monitored by live experts ready to troubleshoot problems and over 90% of all calls are answered live. YTD our team has fielded 2226 calls.
- **Digitization Services** – MCCI provides document scanning services as well as microfiche and microfilm conversions so agencies can digitize old content, reduce or eliminate costly storage, and ensure proper backup of critical records in Laserfiche.
- **Training Services** – Before, during, and after a client's project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our personalized training offered during implementation, we offer a yearly subscription to our proprietary Online Training Center for Laserfiche to help protect the client's Laserfiche investment. This allows all types of users, regardless of their role, to access on-demand videos on popular topics. This information is updated monthly and will be a continued resource for the organization. We also host and maintain our own fully featured online support center to ensure our clients gain direct access to training manuals, "how to" checklists, feature-rich training videos, a vast knowledge base, software updates/release notes, and a special section entitled "Real World Scenarios" that provides best practices and client use-cases to help pave the way to enterprise adoption.
- **MCCi Events** – MCCi conducts webinars, user groups, tech days, and other thought leadership events for continued education for our clients.

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.

MCCi's Marketing Department executes a marketing plan (outlined below) for all MCCi products and services. We will use these same strategies and tactics for marketing the NCPA contract.

Vertical Focus

MCCi has a long history (20+ years) of serving clients in the public sector. Our experience in this market segment has given us a wealth of in-depth experience and expertise, along with many client success stories we are proud to share.

Current public sector verticals we proudly serve include State Agencies, Cities, Counties, Law Enforcement, K-12 School Districts, Special Districts, Courts, and Higher Education.

Tradeshows & Conferences

MCCi attends over 60 conferences each year targeting the above segments. At these events, we have a booth where we provide informational marketing materials and a team of experts ready to discuss attendees' toughest automation challenges. Besides the booth, we actively look to secure speaking engagements to establish thought leadership and educate the market on our products and services. We also sponsor welcome receptions, coffee breaks, or other conference-related items to increase brand awareness.

We have built strong partnerships with the conference organizers/associations. We have other touchpoints with their members throughout the year, so we are building brand awareness and keeping momentum outside of the annual events. For example, they may promote our content or upcoming webinars in their e-newsletters to sponsoring member webinars. Some of our core partnerships include: IIMC (https://www.iimc.com/), GMIS (https://www.gmis.org/), and TAGITM (https://www.tagitm.org/).

Content Marketing

MCCi establishes thought leadership and generates inbound leads through publishing content (white papers, infographics, eBooks, guides) and hosting webinars. We host 1-2 webinars each month and promote these to our database of contacts through marketing automation. We also use marketing automation and lead scoring to promote content based on where our audience is in their buyer's journey. We often will syndicate this content with conference organizers/associations mentioned above and industry publications like GovTech, StateScoop, and The Learning Council.

Examples of a few pieces of content: The Future of Work in Government, Administrative Secrets to Laserfiche 11, Benefits of Low-Code and No-Code Business Process Automation Platforms, Cabarrus County Extends Laserfiche Capabilities, Wins Awards

Digital Marketing

We generate leads by bidding on keywords that represent what we do and then target those who search for our products and services. If someone is searching for digital transformation consulting services for government agencies, we want MCCi's website to be first in their search results.

We have a presence on social media. We share and promote our thought-leadership content and re-target leads with ads from our sales funnel.

We maintain our website and engage in search engine optimization to help us rank organically in search results for key terms. As part of our website strategy, we maintain pages dedicated to DIR constituents who would like to learn more about our current contracts:

We partner with digital publications that serve our audience and purchase advertising on their sites and/or e-newsletters. We advertised with GovTech, Learning Counsel, and StateScoop in 2021.

Direct Sales

Our sales organization actively prospects to state and local government. We have both mid-market and enterprise teams that will promote this contract and serve NCPA constituents.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.

MCCi is familiar with NCPA and has been working with the organization for several years. Since being awarded the contract with NCPA, we feel we have a close working relationship, and our team will need no introduction.

DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG / ORDERING WEBSITE.

Due to the many solutions MCCi provides, it would be too complex to offer an "online catalog/ordering website," but our recently redesigned website will assist our clients or potential buyers to easily find solutions to fit their needs. On the MCCi website, you will find solutions, insights, company information, events, and support. Contact information is on every page, along with a chat button for quick answers to any questions. In addition to the website, we have a landing page with NCPA that includes all pertinent information and discounts for easy viewing by prospective clients.

DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT (HOURS OF OPERATION, NUMBER OF SERVICE CENTERS, ETC.)

MCCI SUPPORT

Clients of MCCi gain a relationship between our staff and their organization to make their product implementation successful and the usage of their product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Clients will work with their Account Executive and Account Manager in the pre-project phase, and they will continue to support the client throughout their relationship with MCCi. They will assist in pre-implementation processes and be a resource for you for questions and answer and be in touch throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

MCCi does provide continued technical support for all MCCi applications. Clients can designate several individuals who are to be the technical support contacts. There is no limit on the number of technical support calls that can be made. Customers may contact MCCi support via the online support center, email (support@mccinnovations.com), or telephone (866-942-0464). Several support reps work to cover extended support hours, in addition, 1-2 reps are on call for 24/7 support clients. Normal/Extended support hours are 8am-8pm EST, 24/7 on call and weekend support is also available. For organizations that require immediate response times and resolution, MCCi offers an add-on Service Level Agreement (SLA). The purpose of this service is to provide priority access and urgent response times for issues.

GREEN INITIATIVES

AS OUR BUSINESS GROWS, WE WANT TO MAKE SURE WE MINIMIZE OUR IMPACT ON THE EARTH'S CLIMATE. WE ARE TAKING EVERY STEP WE CAN TO IMPLEMENT INNOVATIVE AND RESPONSIBLE ENVIRONMENTAL PRACTICES THROUGHOUT NCPA TO REDUCE OUR CARBON FOOTPRINT, REDUCE WASTE, ENERGY CONSERVATION, ENSURE EFFICIENT COMPUTING AND MUCH MORE. TO THAT EFFORT WE ASK RESPONDENTS TO PROVIDE THEIR COMPANIES ENVIRONMENTAL POLICY AND/OR GREEN INITIATIVE.

Going green is not a concept that is new to our society. Most people have been recycling and conscious of the environment for years. The term "going green" has recently taken on a new meaning. It's no longer just about helping the environment; it's about setting a good example as a sustainable company. We at MCCi have set out to be the best example of going green as a completely paperless company. You won't find a filing cabinet or even desks with piles of paper on them anywhere in our office. Going paperless is the foundation of our company and culture. Our goal is to free people from paper processes with electronic records and document management

systems, just as we have done for government agencies nationwide. As our company grows, we continue our efforts in assisting our clients to become paperless and implement processes to eliminate waste. Our mission of providing Digital Transformation will continue to assist our clients to eliminate wasteful processes and engage digital copies and processes rather than the old style of paper copies. MCCi also provide scanning services that assist clients in achieving full digitization of their old files to eliminate the need for massive storage facilities to house documents. Our corporate location utilizes several energy saving measures, such as motion censor lighting to further our green initiatives.

ANTI-DISCRIMINATION POLICY

It is the policy of MCCi to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity. The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense. MCCi's HR Director has been assigned as the Affirmative Action Officer and will monitor the implementation of our affirmative action program, policy, and plan.

VENDOR CERTIFICATIONS

PROVIDE A COPY OF ALL CURRENT LICENSES, REGISTRATIONS AND CERTIFICATIONS ISSUED BY FEDERAL, STATE AND LOCAL AGENCIES, AND ANY OTHER LICENSES, REGISTRATIONS OR CERTIFICATIONS FROM ANY OTHER GOVERNMENTAL ENTITY WITH JURISDICTION, ALLOWING RESPONDENT TO PERFORM THE COVERED SERVICES INCLUDING, BUT NOT LIMITED TO, LICENSES, REGISTRATIONS, OR CERTIFICATIONS. CERTIFICATIONS CAN INCLUDE M/WBE, HUB, AND MANUFACTURER CERTIFICATIONS FOR SALES AND SERVICE.

From growth as a company to our client's success, at MCCi, LLC. we are achieving great things. Below are just a few recognitions that have been awarded.

- LaserFiche – In 2021 we were awarded Diamond Level Laserfiche Solution Provider for the second year in a row. This award recognizes extraordinary growth achievements and is the highest honor for a Solution Provider. MCCi's going on 19 years as a Laserfiche solution provider for 2022.
- Blue Prism – MCCi received the Regional Public Sector of the Year Partner Excellence Award for 2021!
- Engaging Local Government Leaders (ELGL) Haverford List – MCCi has been recognized as #1 out of the Top 25 companies and organizations serving local government.
- INC. Magazine – MCCi is ranked number 3,660 on its annual Inc. 5000 list for 2021, the most prestigious ranking of the fastest-growing private companies in the United States. This is our fourth year achieving this honor.

MCCi can conduct business in all states. Please see the attached letters from our partners regarding our ability to conduct business nationwide. Any additional documentation can be provided upon request.

Laserfiche®

3443 Long Beach Blvd.
Long Beach, CA 90807
800-985-8533 | 562-988-1688

October 18, 2022

To Whom It May Concern:

MCCi, LLC is an authorized certified Laserfiche Solution Provider and has been so for over two decades. MCCi, LLC has won many accolades over the years at Laserfiche's annual Winner's Circle for Solution Providers. If you have any questions, please feel free to call or email Associate Director - East, Alex Matos at (562) 676-6367 and alex.matos@laserfiche.com.

Regards,

Wylie Strout

Wylie Strout
General Counsel

TAB 5 - PRODUCTS AND SERVICES

WARRANTY

APPLICABLE WARRANTY AND/OR GUARANTEES OF EQUIPMENT AND INSTALLATIONS INCLUDING ANY CONDITIONS AND RESPONSE TIME FOR REPAIR AND/OR REPLACEMENT OF ANY COMPONENTS DURING THE WARRANTY PERIOD.

Services Warranty

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the solution in a professional and competent manner.

MCCi's provision of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the services or deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this section 11. If the services fail to conform to the foregoing warranty in any material respect or to the specification set forth in an order, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any deliverable, the absence of any alteration or other modification of such deliverable by any person or entity other than MCCi. MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

Except as expressly provided in this section 11, MCCi does not make or give any representation or warranty, whether such representation or warranty be express or implied, including any warranty of merchantability, quality, or fitness for a particular purpose or any representation or warranty from course of dealing or usage of trade.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCI for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall

instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

AVAILABILITY OF REPLACEMENT PARTS

Not Applicable as MCCi is a software-based company.

LIFE EXPECTANCY OF EQUIPMENT UNDER NORMAL USE

Not Applicable as MCCi is a software-based company.

DETAILED INFORMATION AS TO PROPOSED RETURN POLICY ON ALL EQUIPMENT

Any product returns are subject to the manufacturer's return policy.

PRODUCTS

VENDOR SHALL PROVIDE EQUIPMENT, MATERIALS AND PRODUCTS THAT ARE NEW UNLESS OTHERWISE SPECIFIED, OF GOOD QUALITY AND FREE OF DEFECTS

Not Applicable as MCCi is a software-based company.

CONSTRUCTION

VENDOR SHALL PERFORM SERVICES IN A GOOD AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR THE SERVICE PROVIDED.

MCCi represents and warrants that it will perform all services in a timely, professional, and workmanlike manner, with a level of care, skill, practice, and judgment consistent with best industry standards and practices. MCCi uses personnel with qualifications, proficiency, and experience and will devote resources to meet all obligations.

We are fanatical about client success. Success starts with our eagerness to understand our clients' goals.

We do the right thing. Always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing our work with the highest level of integrity and character.

We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

We are unreasonably picky about our teammates. We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally and personally.

As referenced in the Master Agreement, MCCi (including any MCCi Order Fulfiller) and Participating Agency will enter into supplemental terms and conditions as part of establishing a new contract and for subsequent orders related to this NCPA contract.

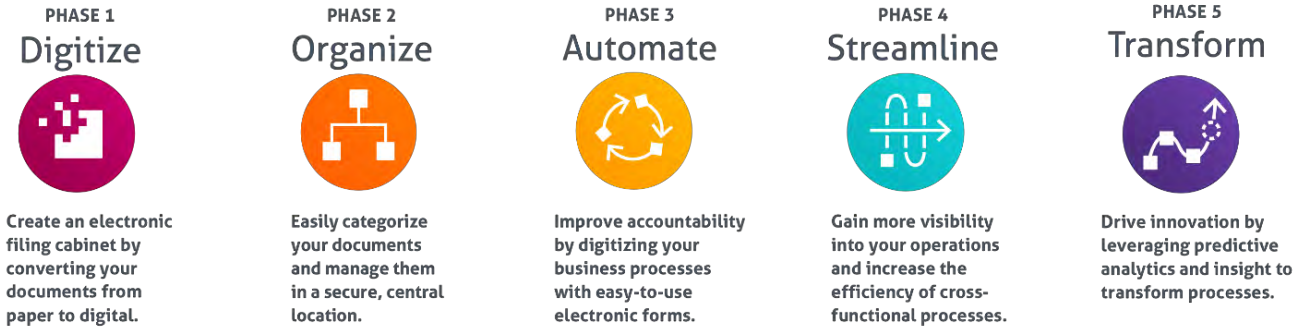
1. CATEGORIES

CATEGORY	PROPOSED SOLUTION
Enterprise Content Management	Laserfiche
Workflow	Laserfiche
Records Management	Laserfiche
Records Storage	Laserfiche
Document Imaging	MCCi's Scanning Services
Document Management	Laserfiche
Data Backup & Recovery	Laserfiche & MCCi's Managed Cloud
Secure Shredding	MCCi's Scanning Services
Web-Form Software	Laserfiche & OneSpan
Mobile Device Management	Laserfiche
Document Process Automation	Laserfiche, Abbyy, OneSpan, JustFOIA

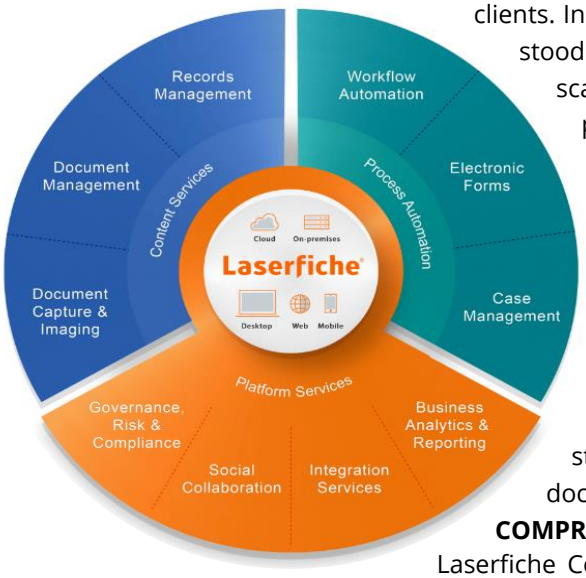
LASERFICHE OVERVIEW

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

Where to start. MCCi leverages and recommends the Digital Transformation Model: an industry-accepted five-phased approach to transforming your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model guides whether you are one department or looking to go enterprise wide.



Select a solution. In 1999, we searched for a solution with company stability, growth, and service commitment to clients. In our search for the best overall Content Services platform, Laserfiche stood out as a solution that meets clients' demands while being economical, scalable, and usable. Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with clients' existing solutions. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:



USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows clients to control and administer the security of their documents. Clients determine what functions, such as scanning and printing, each staff member may use.

INTELLIGENT SEARCH

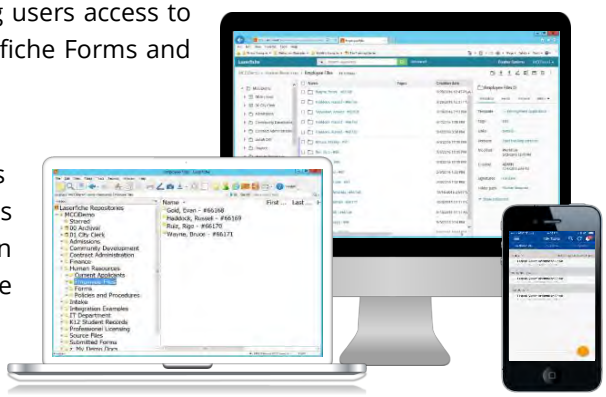
The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of documents; if users need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

INTEGRATION

Laserfiche is the central repository for records in clients' organizations and allows them to integrate other main line-of-business solutions easily. Whether clients are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to their records.

E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.



MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations Laserfiche has options available to ensure users can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give clients' outside citizens/customers access to records through the web to promote transparency and decrease records requests.

LASERFICHE AVANTE

With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Avante provides an easy-to-use, cost-effective platform that enables efficiency and optimizes the decision-making process with the right content in the right hands at the right time.
As an organization continues to grow, Laserfiche offers an upgrade path to the enterprise Rio platform that provides additional robust capabilities.

Each Laserfiche Avante System and Full Named User includes:

- One (1) Laserfiche Application Server & Repository
- Windows, Web, and Mobile Clients
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Integration with Microsoft Office

LASERFICHE RIO

By providing unlimited document repositories and servers, Laserfiche Rio supports development, testing, staging, and production, putting clients in complete control of their business processes and system design. With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Rio provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

Each Laserfiche Rio System and Full Named User includes:

- Unlimited Laserfiche Application Servers
- Unlimited Laserfiche Repositories
- Windows, Web, and Mobile Clients
- Laserfiche Advanced Audit Trail
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Digital Signatures
- Laserfiche Discussions
- Laserfiche Integration with Microsoft Office

LASERFICHE SUBSCRIPTION

Unlike purchased perpetual licensing, Laserfiche Subscription lowers clients' initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting clients in complete control of their business processes and system design.

LASERFICHE CLOUD

Similar to Laserfiche Subscription, Laserfiche Cloud lowers initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes.
The Laserfiche Cloud license introduces a straightforward annual fee, including software licenses, hosted storage, technical support, and software updates.

LASERFICHE LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE		
	Avante	**Rio**
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
FULL USE ACCESS LICENSES		
Full Named Users	Minimum of 1	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
LIMITED USE ACCESS LICENSES		
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
MODULE BASED LICENSES		
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile
†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.
 # Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server
**Licensed by total number of users (Named, Participant, Community and Education).*

LASERFICHE DEFINTITIONS

LASERFICHE WORKFLOW

Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.

LASERFICHE SNAPSHOT

Print directly into Laserfiche, capturing a "snapshot" of the electronic file at the time. These files are saved in TIFF format, an unalterable image.

LASERFICHE EMAIL PLUG-IN

Allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is included in every Full User and Retrieval User license.

LASERFICHE WEB CLIENT

A web-based thin client, offering virtually all document management capabilities of the standard Laserfiche interface. Web Client allows the client's IT staff to roll out high-volume Laserfiche access and version updates without increasing the client's organization's application support burden. Web Client also includes access to Laserfiche Mobile and the Laserfiche SharePoint Integration resources.

LASERFICHE SHAREPOINT INTEGRATION

The SharePoint Integration (SPI) is built on the power of Laserfiche Web Access, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE MOBILE/WEB CLIENT LIGHT

Allows organizations to access the features of the Laserfiche Client through a smartphone or tablet. They can remotely capture, edit, and search for documents, interact with Laserfiche Forms, and start/participate in a business process. Mobile is available for iOS, Windows, and Android devices. Laserfiche Web Client or Laserfiche Forms is required for any/all mobile access options.

LASERFICHE DIGITAL SIGNATURES

A way of indicating that a document signature is authentic and has not been modified since the signature was applied. Allows users to automatically sign and validate documents directly in the Laserfiche Client or Laserfiche Web Access.

LASERFICHE AUDIT TRAIL MODULES

STARTER EDITION

Tracks basic events that occur in the repository and that involve accessing, modifying, or exporting data. Basic events include creating, editing, printing, or deleting documents, creating annotations, and assigning metadata.

STANDARD EDITION

Builds on the Starter Edition by tracking additional security/access-related events, and unsuccessful attempts to perform actions, such as failed attempts to access or print documents.

ADVANCED EDITION

All the functionality of the other two editions, and tracks more events including password changes, creation or modification of users and groups, and changes to repository-wide settings. It can also track all searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

LASERFICHE SCANCONNECT™

A collection of ISIS scanner drivers is included with Laserfiche ScanConnect™. ScanConnect™ can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

LASERFICHE FORMS

Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:

- Create custom forms from a library of field or selection elements.
- Utilize the Business process library (Laserfiche Forms version 10.1 or later) which includes a digital library of prebuilt form templates designed for easier process automation deployment
- Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
- Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	■	■
Operational Dashboard	■	■
View basic reports on process instances, tasks, and process data	■	■
Teams	■	■
Direct Approval through Email	■	■
Database Lookups		■
Performance Dashboard		■
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		■
Create advanced reports with data visualizations including charts and graphs		■
Payment Gateway (Compatible Payment Processor Account Required)		■

** Includes JavaScript/CSS, field rules, and form themes*

LASERFICHE FORMS PORTAL MODULE

The Forms Portal license allows form submission from unlicensed (public) users. Forms Portal is designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), Enterprise Forms Portal or multiple Forms Portal licenses are required.

LIMITED USE ACCESS LICENSES

Laserfiche offers limited use and more affordable licensing options for clients in need of only a subset of modules/features for a particular use case and/or group of users. The benefits of each option listed below is only available if purchased by the client as defined in the Pricing section.

RETRIEVAL NAMED USERS
For users in need of read-only repository access. The Laserfiche email plug-in is included, and access is available through the Laserfiche Client or Laserfiche Web Access.

LASERFICHE PARTICIPANT USERS
For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms, complete forms task, view shared report snapshots, and view documents in the repository.

SUBSCRIPTION LASERFICHE PARTICIPANT USERS
For employees in need of read-only repository access and the ability to participate in forms processes.

SUBSCRIPTION LASERFICHE COMMUNITY USERS
For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e., Vendor Management).

SUBSCRIPTION LASERFICHE EDUCATION USERS
For accredited educational institutions that meet the requirements listed. Licenses are reserved for the education community including faculty, students, alumni, and parents and guardians of students. Faculty includes professors (assistant, adjunct, associated, tenured), lecturers, and researchers. Provides read-only repository access and ability to participate in forms processes.

- **Educational Institutions:** Defined as an accredited school organized and operated exclusively for educational purposes. An accredited school must be:
  - A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the US Department of Education and/or the State Board of Education.
  - A preschool that meets all of the following:
    - is an early childhood program that serves a minimum of ten children ages 2-5
    - has been in operation for at least one (1) year and provides educational services
- **Administrative Offices or Boards of Education:**
  - A district, regional, or state administrative offices of public educational institutions.
  - Administrative entities organized and operated exclusively for the administration of private educational institutions.
  - Other state or local government entities, nearly all of whose activities consist of administrative support, of a nature that advances academic learning for public educational institutions.
  - Administrative offices or boards of education of educational institutions: defined as district, regional, and state administrative offices of the foregoing educational institutions defined above.
- **Full- and part-time faculty and staff of educational institutions:**
  - Defined as all full and part time faculty and staff of educational institutions defined above
- **Full- and part-time matriculated students of higher education institutions:**
  - Defined as full and part-time matriculated students of a higher education institution defined as a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the State Board of education and/or the U.S. Department of Education.

LASERFICHE IMPORT AGENT

Automatically retrieves files stored in a Windows folder and imports them into a Laserfiche repository, performing OCR as part of the process.

LASERFICHE PUBLIC PORTAL - WEBLINK™

The WebLink™ module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Built on ASP Microsoft .NET Framework, WebLink™ can be customized to match the look and feel of an organization's Internet or intranet site.

LASERFICHE RECORDS MANAGEMENT

The Records Management module allows for managing the complete life cycle of records in Laserfiche to include retention schedule management, legal holds/record freezes, disposition, and vital record management, etc.

LASERFICHE QUICK FIELDS (QF) BATCH PROCESSING TOOLS

High volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:

QF BAR CODE VALIDATION PACKAGE

The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

QF REAL-TIME LOOK UP VALIDATION PACKAGE

Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.

QF ZONE OCR VALIDATION PACKAGE

The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determining document names, or determining file location.

QF FORMS ALIGNMENT

Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.

QF DOCUMENT CLASSIFICATION

Designed for clients who handle multiple forms and document types.

QF AUTO STAMP/REDACTION/BATES NUMBERING

A document auto-numbering annotation option.

QF OPTICAL MARK RECOGNITION

Detects handwritten information, including marks on surveys.

QF AGENT

Enables administrators to schedule QF processing without operator intervention.

QF FORMS IDENTIFICATION

Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.

QF FORMS EXTRACTOR

Removes form outlines to isolate data for more accurate capture.

QF SCRIPTING KIT

Offers a QF script editor, allowing developers to write C# and VB Microsoft .NET Framework Scripts.

LASERFICHE ENTERPRISE IDENTITY MANAGEMENT SUBSCRIPTION

The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.

LASERFICHE SUBSCRIPTION LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	**Professional**	**Business**
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	**Professional**	**Business**
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	**Professional**	**Business**
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	**Professional**	**Business**
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	**Professional**	**Business**
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Federated Search	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.*

LASERFICHE SUBSCRIPTION DEFINITIONS

LASERFICHE SUBSCRIPTION

Laserfiche Subscription licensing is a self-hosted subscription license and allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient, and designed to help the client's organization scale. With Laserfiche Subscription, the client has the flexibility to manage licenses based on user roles or expected growth so they can easily scale their deployment within their organization. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables users to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into the client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though the client had printed the document and then scanned it back into Laserfiche but allows them to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows the client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE STARTER SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **ScanConnect™:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE PROFESSIONAL SUBSCRIPTION

Please refer to the Pricing section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
  - Create custom forms from a library of field or selection elements.
  - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
  - Create role-based security to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

  - User view of details about all submitted forms.
  - Approver "dashboard" of submissions awaiting approval.
  - Administrator views of all submissions by form and approval status.
  - Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields is included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.

LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata**.**
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche server can be performed.

LASERFICHE BUSINESS SUBSCRIPTION

Please refer to the Pricing section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
  - Create custom forms from a library of field or selection elements.
  - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment.
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
  - Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

  Reporting tools allow different views of details on submitted forms such as:
  - User view of details about all submitted forms.
  - Approver "dashboard" of submissions awaiting approval.
  - Administrator views of all submissions by form and approval status.
  - Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.

- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Enterprise Identity Management:** The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms. Laserfiche Business Subscription comes with three (3) installations of Forms Portal.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals. Laserfiche Business Subscription comes with three (3) sandboxes.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from their forms to populate Laserfiche metadata**.**
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	**Professional**	**Business**
App. Servers/Repositories	1	1	1
FULL USE ACCESS LICENSES			
	Starter	**Professional**	**Business**
Full Named Users	Minimum of 1	Minimum of 5	Minimum of 25
100 GB Storage Per User	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Direct Share	Included	Included	Included
Automated/Encrypted Backups	Included	Included	Included
Intrusion Detection	Included	Included	Included
Automated Feature and Security Updates	Included	Included	Included
Import Agent w/Email Archiving	Included	Included	Included
Process Automation	Not Available	Included	Included
Connector	Not Available	Included	Included
Surveys	Not Available	Included	Included
Records Management	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	**Professional**	**Business**
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	**Professional**	**Business**
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Invoice Smart Capture	Not Available	Add-on Option	Add-on Option
Workflow Bots	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
Vault	Add-on Option	Add-on Option	Add-on Option
ScanConnect	Add-on Option	Add-on Option	Add-on Option
SDK	Not Available	Add-on Option	Included
Public Portal (WebLink) †	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
Forms Portal †	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	**Professional**	**Business**
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with Ellucian Ethos	Not Available	Add-on Option	Add-on Option
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

** A sandbox environment includes 10 users, laserfiche directory server and any additional add-ons purchased, such as portals.*

LASERFICHE CLOUD DEFINITIONS

LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud the client can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support and software updates. The licensing option provides the SaaS solution hosted on Amazon Web Services. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables Client to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into Client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though Client had printed the document and then scanned it back into Laserfiche but allows Client to skip the step of making a physical printed copy.
- **Direct Share:** Allows Client to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When Client sends documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. One can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content was viewed, and a repository administrator can see the status of who shared it, with whom, and if and when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows Client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up six (6) times a day with the most recent three (3) backups available for a minimum of 14 days.
- **Multi-Factor Authentication:** Multi-factor authenticated can be enabled for a Laserfiche Cloud user account.
- **Single Sign-On:** Laserfiche Cloud supports single sign-on with Active Director Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE CLOUD STARTER ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD PROFESSIONAL

Please refer to the Pricing section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. Those tools include:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
    - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
    - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
    - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
    - Read barcodes on documents as part of automated workflows to better streamline document capture.
  - **Starting Events:** Define how and when processes start.
  - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
  - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.

    - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD PROFESSIONAL ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
    - **Note:** Only one (1) security profile is included.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata**.**
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE CLOUD BUSINESS

Please refer to the Pricing section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines, and more.
  - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
  - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
  - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
    - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
    - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
    - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
    - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
    - Read barcodes on documents as part of automated workflows to better streamline document capture.
  - **Starting Events:** Define how and when processes start.
  - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
  - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.
  - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from

DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
  - **Note:** Only one (1) security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata**.**
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE INTEGRATIONS DEFINITIONS

LASERFICHE CONNECTOR

Provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows Client to:

- Search results that will automatically open in the Laserfiche Client, Web Access, or WebLink.
- Scan and automatically populate metadata with information from a third-party application.
- Import and automatically populate metadata with information from a third-party application.
- Connect two (2) applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

Provides the tools and documentation necessary for customizing Laserfiche and integrating Laserfiche with other applications.

LASERFICHE INTEGRATOR GP

Empowers Great Plains users to scan, search and link supporting documents in Laserfiche directly from the Great Plains menu bar.

LASERFICHE ENERGOV INTEGRATION BY MCCI

The Laserfiche EnerGov integration offloads the storage of documents from EnerGov to Laserfiche. This allows users to seamlessly store documents that would normally be saved in EnerGov, directly to their Laserfiche system. The integration makes use of the native EnerGov interface for attaching documents. The integration also allows meta-data associated with the EnerGov record to be tied to the entry in Laserfiche. Users wishing to view uploaded documents can do so through the existing EnerGov Interface. Please see "Client Deliverables" for other features available/dependent on EnerGov configuration settings. Each of the following areas are available in the integration configuration settings:

- EnerGov Application
- EnerGov Inspection
- EnerGov Rental Property
- EnerGov Business
- EnerGov Plan
- EnerGov Permit
- EnerGov Parcel
- EnerGov Invoice
- EnerGov Exam Sitting
- EnerGov Individual License
- EnerGov Business License
- EnerGov Payment
- EnerGov Permit Renewal Case
- EnerGov Global Entity
- EnerGov Inspection Case
- EnerGov Exam Request
- EnerGov Object Case
- EnerGov Citizen Request
- EnerGov Code Case
- EnerGov Project
- EnerGov Impact Case

PLATFORM AND LICENSING REQUIREMENTS

The EnerGov integration can operate by using two (2) different Laserfiche user licensing options.

- **Recommended:** Utilization of Laserfiche "Keyed Integrator's License for EnerGov", which allows for up to 25 (higher volume packages can be purchased) concurrent connections to Laserfiche. This is the Laserfiche licensing approach recommended. Note that the Keyed Integrator's license is only available for the Laserfiche Avante or RIO platforms.
- **Utilization of current Laserfiche licensing:**

- **Laserfiche Avante or RIO platforms:** A single named user can be used to connect to the Laserfiche server. This user is limited to four (4) concurrent connections at a time, and is the max amount allowed with Laserfiche Avante and RIO platforms.
- **Laserfiche Classic (Team or United) platforms:** A user account can be used to connect to the Laserfiche server; however, it will potentially consume all available concurrent licenses and limit the use of Laserfiche outside of the EnerGov integration. It is recommended that Client upgrades to the Avante or RIO platform, rather than take the risk of utilizing the integration and not having control of license consumption within the Laserfiche Classic (Team or United) platform.

- **EnerGov Compatible Platforms:** The Laserfiche EnerGov Integration is compatible with EnerGov Self-hosted currently. A future release is planned for the EnerGov Cloud platform.
- **EnerGov Licensing Requirements:** EnerGov clients must confirm with EnerGov, their ownership of the needed SDK, API, and/or general EnerGov licensing requirements related to this integration.

ESRI ARCGIS® INTEGRATION FOR LASERFICHE

This is a basic ArcGIS integration that is developed and maintained by a MCCi partner. It allows for easy interaction between the ArcGIS interface and a Laserfiche repository, by allowing users to upload documents to Laserfiche straight from the ArcGIS interface and view any related documents/folders via Laserfiche Weblink or Laserfiche Web Access (requires Laserfiche licensing for Laserfiche Weblink or Web Access). The dynamic ArcGIS map will auto-populate, indicating which features on the map have documents associated with them in Laserfiche.

LT SYSTEMS LASERFICHE INTEGRATION

LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems. Additionally, there is an automated service that archives Warrants as single documents with the associated metadata, directly from LT systems to Laserfiche.

DOCUSIGN INTEGRATION OPTIONS

LASERFICHE INTEGRATION WITH DOCUSIGN

The Laserfiche Integration with DocuSign enables users to initiate a signing process from within Laserfiche Web Access. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Also, once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

CITIES DIGITAL DOCUSIGN INTEGRATION

With this integration, users can open documents from Laserfiche, place recipient specific tags (such as signature/ initial boxes) in documents and email them out. Recipients will be notified of the signature requirements via email - and once the document is signed and emailed back, both sent and signed documents will then automatically be archived in Laserfiche, with appropriate metadata applied. Users are able to:

- Open documents in the DocuSign® editor from Laserfiche
- Send documents to one person or to multiple recipients.
- Have returned, signed documents automatically archived in Laserfiche®, linked to and stored in the same location with the original document.
- Easily incorporate signature processes as part of an internal process/workflow.
- Request Signatures using the DocuSign® Activity Workflow.
- Drag activity into the designer and configure properties the same way users would use other Workflow Activities.

ASSUMPTIONS

- Client is responsible for providing their own DocuSign license, Public IP, SSL/TLS certificate and DocuSign "Connector" Feature. Client must have TLS 1.2 configured on all Laserfiche servers.

LASERFICHE POWERPACK BY MCCI

MCCi's PowerPack for Laserfiche is a robust suite of add-on features for Laserfiche, built by MCCi's development team. The PowerPack enhances Client's Laserfiche experience and adds additional functionality to include:

- Scheduling server-side OCR jobs without the need for advanced Laserfiche modules.
- Scraping, automatically, an email inbox to pull emails in to Laserfiche, for archival purposes or to kickoff Business Process Automations.
- Utilizing custom workflow activities, such as the ability to do server-side generation of Laserfiche Images from PDFs.

These features and many others are available with Client's PowerPack subscription, and new features are added regularly. Client's implementation Project Manager will consult with Client on the add-ons available and discuss which features make sense to install and configure within the scope of Client's current project, as well as for near-term additional projects. Client's Project Manager will install and configure the PowerPack features that are immediately useful to Client's current Laserfiche needs.

ANALYTICS DASHBOARD & REPORTING

PowerPack's Analytics Dashboard allows Client to have a better understanding of Client's Laserfiche system content. An easy-to-use central dashboard lets Client see useful information about Client's repositories such as number and size of Client's documents, who is creating the most content, where Client has duplicates, and much more. It identifies:

- Dashboard & drilldown reports
- Document types, counts, and size.
- Volume size and document counts.
- Documents created by user.
- Duplicates.

OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction.

- This is an installed application, generally on a server, that runs as a service that schedules a user to log in to the repository and extract text from documents in a specified folder.

CUSTOM WORKFLOW ACTIVITIES

MCCi has built custom workflow activities to extend the power of the workflow module. Once installed, these activities look the same as the workflow activities that come with Laserfiche but give Client advanced capabilities that Laserfiche does not currently provide. Examples include:

- **PDF TO TIFF**
  This activity takes a PDF document within Laserfiche and creates a new TIFF image from it. By combining with other existing workflow activities, users can dynamically choose the input and output path of these documents and merge these documents together while copying metadata and security settings.
- **EMAIL ARCHIVAL**
  This is a set of email-related activities that give workflow the ability to connect to a single email account and perform a variety of functions. Get email counts, store email attachments, store full email, use email data to trigger workflows actions or apply to templates, and more.
- **SET OF 7 WORKFLOW ACTIVITIES:**

1. **Create E-Mail Connection:** Activity that sets up an IMAP connection for an email address. The connection can then be used in other PowerPack E-Mail activities.
2. **Retrieve E-Mail List:** Activity retrieves a list of email identifiers for the account specified in the IMAP Connection field
3. **Retrieve Single E-Mail:** Activity gets information about an IMAP E-Mail message item
4. **Store E-Mail:** Activity downloads an email in a *.eml format to the Laserfiche Repository
5. **Retrieve E-Mail Attachment:** Activity that retrieves information about an E-Mail attachment
6. **Store Attachment:** Activity that downloads an attachment from a specified IMAP account given an E-Mail ID and Attachment ID
7. **Mark Mail Message:** Activity sets whether an IMAP message is marked as read or unread and can also move the email to a subfolder in the email inbox

LASERFICHE NEOGOV INTEGRATION BY MCCI

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" Client's NEOGOV documents from Client's cloud based NEOGOV implementation to Client's Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near Client's Laserfiche environment. This endpoint must be able to reach Client's Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to Client's environment.

The Laserfiche NEOGOV integration currently works with the NEOGOV Insight and Onboard modules.

CLIENT REQUIREMENTS

- Client must have the NEOGOV Insight and/or Onboarding module(s) to make use of this integration.
- Client must have a named user license allocated for this integration to use for uploading records.
- Client must give MCCi access to Client's Laserfiche environment to install MCCi's Common Web Service Endpoint.
- The listener Endpoint must be on a server that can be accessed by the NEOGOV Document Management Service and is often deployed to Client's DMZ environment.
- This listener service must be able to transfer received documents to Client's Laserfiche server over port 80 or 443.
- Client must separately procure and install their own SSL/TLS Certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

MCCI COMMON WEB SERVICE API FOR LASERFICHE

The MCCi Common Web Service API (CWSAPI) for Laserfiche is a restful web service integration API built by MCCi on top of the Laserfiche Software Development Kit. The services allow for basic document creation, deletion, modification, and retrieval using JSON-formatted restful calls, initiated from external applications. Use of the CWSAPI requires appropriate user licensing through named users or a keyed integrator license purchase through Laserfiche.

GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION

The GoFiche Integration Suite is a unique set of integration tools, offered exclusively by MCCi. Features include:

- GL look-up and GL coding
- GL Site Distribution within Laserfiche

- Processed invoice data uploads with audit reports
- Invoice review and approval process via Laserfiche Forms interface
- Ability to utilize Laserfiche Web client for integration capabilities

REQUIREMENTS

- Laserfiche 10.4.x or higher
- One dedicated Laserfiche Avante/RIO/Subscription Full User License
- Laserfiche Forms Professional Licensing; Licensing is required for all users that client intend to use
- Note that GoFICHE is not currently available for Laserfiche Cloud.

2. PRODUCTS AND SERVICES

2.1 DISCOVERY.

DISCOVERY/ASSESSMENT OF EXISTING RECORDS, SYSTEM, AND POLICIES/PROCEDURES SHALL INCLUDE DISCOVERY/ASSESSMENT SESSIONS IN ORDER TO DEVELOP A DETAILED ASSESSMENT AND STRATEGIC ROADMAP FOR A COMPREHENSIVE RECORDS MANAGEMENT PROGRAM.

MCCi's team will work alongside the Client's Records Manager and participating departments to conduct discovery and requirements gathering sessions. Together they will plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Artifacts, including the Document Type Matrix, created during this process will be utilized to build the repository structure according to Laserfiche Best Practices for Records Management. The Document Type Matrix provides a standardized method for MCCi to collect document types, create appropriate and consistent naming conventions, a logical folder path, and metadata fields to support each of these requirements. Based on discovery sessions, an MCCi System Engineer will create templates, Record Series, and accommodations for Transparent Records Management. All records series will be set to follow the retention schedules provided and approved by the Client based on discovery.

2.2 TASKS.

A. ON-SITE ASSESSMENT/DISCOVERY INTERVIEW SESSIONS, WITH TEAMS FROM PARTICIPATING AGENCY'S DEPARTMENTS/DIVISIONS, TO IDENTIFY RECORD REPOSITORIES AND PROCESSES THAT RESULT IN THE GENERATION OF RECORDS FROM THE FOLLOWING DEPARTMENTS.

During the requirements gathering\discovery phase of the project, MCCi can come onsite to interview staff from each of the departments that will use Laserfiche. It is best to have people from multiple "roles" attend these sessions to provide a well-rounded and detailed description of all documents and systems used, as well as business processes and challenges currently experienced with the existing practices. We will seek to have a comprehensive understanding of the way business is currently done and several details about all documents involved. We will seek to understand the full document life cycle (how it gets created, how it is used/retrieved, retention requirements, metadata\indexing requirements, workflow requirements, and access\security requirements). We will compile this collected information into a document matrix that will be used as a blueprint for configuring the system.

MCCi will use this discovery process to identify both short-term objectives that will be implemented as part of the initial roll-out, and longer-term opportunities to leverage Laserfiche for further improvements in the future. MCCi's Project Team will work alongside the Client's Records Manager as well as participating departments to conduct discovery and requirements gathering sessions to plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Based on this information, additional filing workflows may be created depending on the established scope of the project. Additionally, the document types identified in the Document Matrix may fit in to some workflow or business process and the requirements for that process will be established or further clarified.

B. ASSESS CURRENT RECORDS REQUIREMENTS BY THE PARTICIPATING AGENCY AND TYPES OF RECORDS GENERATED (E.G., DATA, DOCUMENTS, MESSAGES, HARDCOPIES, ELECTRONIC/SOFT COPIES, ETC.)

Before implementing an enterprise-wide Electronic Records Management system, it is important for a Records Program and Records Policies to be in place. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. The assigned MCCi Project Team will perform consultations, including a review of current document organization and retrieval practices to determine desired indexing

methods, security rules, and other basic system set up needs. Once this information has been gathered and provided to the MCCi Project Manager, the basic folder structure, document naming conventions, and template set-up will be configured according to the client's needs.

Areas of review include:

- Review of current data structure (folder structure, indexing, etc.)
- Security review
- Current paper/electronic Forms review
- Interviews with departments not using Laserfiche Integration/Mobile Access Needs

C. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

During discovery and assessment, the MCCi Project Team will focus on accessibility through imaging and indexing historical non-active records and active records. MCCi will work to help eliminate paper processes and maintain the day-forward active digital records. It is important to lay this foundation up front so that all records (both day-forward and legacy) will maintain a consistent filing system throughout the implementation.

D. CURRENT TAXONOMY AND METADATA IMPLEMENTED.

MCCi will conduct discovery and review of existing client processes and documents. Through requirements gathering meetings, MCCi will actively consult with client stakeholders to develop the taxonomy for metadata, templates, record series, and folder structure that will be implemented in Laserfiche.

E. EXISTING DATA INVENTORY SYSTEMS FROM OFFSITE RECORD STORAGE PROVIDERS.

Any offsite content that was previously captured would be available for review. Similar to managing records stored on network file shares, Laserfiche can manage the retention of records whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

F. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

See response to 2.2.C above

G. EVALUATION OF ADHERENCE TO THE CURRENT RETENTION SCHEDULE/RECORD DESTRUCTION POLICY - IDENTIFICATION AND EVALUATION OF RECORDS GENERATED (HARD COPY AND/OR ELECTRONIC) - APPLICABLE FEDERAL, STATE, AND LOCAL LAWS/REGULATIONS.

Records management is vital to the success of any organization. An electronic records management system that has been certified to meet stringent requirements for both organizing file structures and plans (DoD 5015.2) and reliably preserving data for years to come (VERS) is essential to keeping your information assets organized, safe and secure.

DOD 5015.2 - DoD 5015.2 outlines the baseline functionality required for records management applications used by the U.S. Department of Defense and has been endorsed by the National Archives and Records Administration (NARA) as an "adequate and appropriate basis for addressing the basic challenges of managing records in the automated environment that increasingly characterizes the creation and use of records." **Laserfiche Records Management has been DoD 5015.2 certified for over 10 years** (now on version 3), unlike many of the solutions on the market.

- **VERS -** Laserfiche's powerful features safeguard records and ensure long-term data preservation with a standard format that meets Victorian Electronic Record Strategy (VERS) V2 requirements.
- **Regulatory Compliance -** Laserfiche Records Management also enables regulatory compliance with regulatory mandates such as SEC, FINRA, FOIA, HIPAA and more.

- **Combination of all the above:** Laserfiche Records Management is a system that has achieved full compliance with both VERS and DoD 5015.2. It is guaranteed to provide a multi-faceted set of information governance tools that manage document lifecycle from initial capture to long-term archival. These tools will break down information silos will ensure that information is accessed in a prudent and compliant way.

H. CURRENT SYSTEM USED FOR RECORD STORAGE (CURRENT AND ARCHIVED).

Similar to managing records stored on network file shares, Laserfiche can manage the retention of records, whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

Laserfiche metadata will be used to manage the location property of all physical records managed by Laserfiche. By managing these records using Laserfiche, retention reports can include records stored both in Laserfiche and in physical files. For instance, users will be able to query the system by cabinet ID and drawer number and get an inventory report of the record contents of that drawer. Additional metadata can be added to Laserfiche to enable further management and reporting on physical space for records.

Laserfiche allows for the creation of virtually unlimited metadata fields that can be used to manage/track files/boxes in any location. One example is "Record Size". Many organizations require specific reporting on the volume of records they intend to destroy or have destroyed. Prior to digital records management, many organizations supply this information in terms of linear inches of paper records (or some other physical unit of measure). With the transition to digital records management, many organizations are now reporting this value in terms of bytes, kb, mb, or gb being destroyed. This digital file size is already available in Laserfiche for files stored in Laserfiche. For physical files, custom metadata fields can be used for users to enter the physical size when they enter the record in the system. Thus, when generating disposition reports, Laserfiche can calculate and report on the total size of the physical records being destroyed.

I. AREAS OF POTENTIAL RECORD DUPLICATION

Since documents stored in Laserfiche include multiple components (image/file content and metadata), duplicates can exist in multiple contexts. If the business rules define a duplicate as two documents containing identical metadata, then workflow rules can be established to check for this scenario at the time of capture or when metadata is updated. If a duplicate is identified, it can be tagged indicating it is a potential duplicate, allowing a user to decide to remove it, create the document as a new version, etc. If the file content is the same, MCCi's PowerPack component includes features for identifying duplicates based on the checksum of the image content. Additionally, Laserfiche provides a Transparent Records Management views, that is part of our DoD certification. It allows for a Record Manager view based on retention of the records and a user-friendly view of the documents based on the content of the document. Using shortcuts and Workflow, this can be setup and is part of our Best Practices approach for designing the system.

2.3 SYSTEM CAPABILITY

A. BE COMPATIBLE WITH ALL MODERN WEB BROWSERS (EDGE, FIREFOX, CHROME, SAFARI, ETC.)

Edge, Chrome, Firefox, and Safari are recommended and supported.

B. UTILIZE A MOBILE-FRIENDLY, RESPONSIVE DESIGN THAT IS COMPATIBLE ON IOS AND ANDROID MOBILE DEVICES

Laserfiche has all functionality from a mobile device via the Web Client or Mobile App except for certain integration points, most notably the Microsoft Office Integration. Custom integrations built for the desktop application or Web Client may behave differently on a Mobile device. The Mobile App camera utility will also not have all the same functionality as the Desktop Scanning interface, though it has most of the same functionality. The Laserfiche Mobile App is available in the app store for Windows, Android, and iOS.

C. ALLOW PARTICIPATING AGENCY SYSTEM ADMINISTRATOR TO CONFIGURE ROLE-BASED PERMISSIONS AND INDIVIDUAL USER PERMISSIONS.

The Laserfiche Server provides a powerful set of security options the Client can use to ensure only the right users can access information in their repository. With Laserfiche security, the Client can control access on a variety of levels. The Client can determine which users can log in to their repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives users the tools they need to quickly apply security to very large or complicated systems.

Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what they can do with those elements.

Laserfiche provides an extremely robust security system. The security can be broken down into main security types, Access Rights and Feature Rights.

Access Rights

Access rights control what actions users can perform on specific elements of the repository. Each operation on a document, folder, page, volume, field, or template has a set of required entry access rights. If the user attempting the action does not have the necessary rights, the user is denied the operation.

Access rights can be further broken down based on the type of element being secured:

- Entry Access Rights: Access to documents, folders, and shortcuts.
- Volume Access Rights: Access to volumes, including the ability to create and delete documents stored in that volume, and add, remove, or move pages that belong to the volume.
- Field Access Rights: Access to field data.
- Template Access Rights: Access to template definitions.

Feature Rights

Feature rights allow a user to perform specific actions, such as scanning and printing. Specifically, these rights control whether the command in question is available to that user when they open the Laserfiche web or Windows client. Feature rights are a quick way to prevent users from performing basic types of activity in Laserfiche.

Specific feature rights include:

- Scan: The ability to scan into a new or existing document.
- Import: The ability to import files into the repository.
- Search: The ability to perform any type of search.
- Print: The ability to print information from the repository.
- Export: The ability to export images, text, briefcases, folder list contents, listings of search results, and electronic files, and to use the Email Plug-in.
- Edit Text: The ability to modify the text associated with a document.
- Move Entry: The ability to move documents, electronic documents, and folders to a different folder, as well as the ability to move pages between documents.
- Process: The ability to OCR image pages, index documents, extract text from an electronic file, or process electronic documents using Laserfiche Snapshot. This feature right does not affect whether you can print an electronic file using Laserfiche Snapshot.
- Extended Properties: The ability to view additional property information in the Properties dialog box, as well as the ability to view the Entry ID folder browser column.
- Delete: The ability to delete entries, as well as whether one or more pages can be deleted from a document.

D. ALLOW USERS TO ENTER SEARCH PARAMETERS TO LOCATE DOCUMENTS BY REFERENCE NUMBER, APPLICATION NAME, DOCUMENT TYPE, DATE RECEIVED, SITE ADDRESS AND OTHER ENTERED ATTRIBUTES.

Users can use keyword searches and metadata searches on any field such as reference number, application name, etc. Users are also able to configure their own search parameters to enable searching by text and metadata fields searches such as reference number, date received, etc.

Laserfiche has a robust search engine.

Basic: The Basic Search is a general search allowing you to search text, entry names, fields, annotations, or a combination of these. The Basic Search acts like the Quick Search.

Business Process: Users can search for entries associated with a business process by searching for the business process's name, status, and start or completion date.

Date: Users can search for documents or folders by creation date and/or last modified date.

Digital Signatures: Users can search for documents by whether they have digital signatures associated with them.

Electronic Document: Users can search for documents by whether they have an electronic file associated with them—also considered searching for an electronic document—as well as what kind of electronic file.

Entry Name or Entry ID: Users can search for a specific document, folder, or shortcut using that entry's name or unique identification number (entry ID).

Field/Templates: Users can search for documents and folders by assigned template, independent field, field value, or multiple field values.

Links: Users can search for documents that have been linked together by specifying the relationship between them or by Link Group comment.

Pages: Users can search for documents by whether they contain image or text pages or by whether OCR processing has been applied to the images associated with that document.

Records Management: Users can also perform records management searches. These searches allow records managers to quickly locate records that need to be reviewed or processed.

Tags: Users can search for documents that have been assigned tags, or have specific tag comments, by specifying one or more informational or security tags.

Text: A text search lets users search for a word or phrase and provides more nuanced options than in Quick Search or Basic Search.

User: Users can search for all documents and folders that have been created, checked out, owned or last modified by a particular user.

Versions: Users can search for versioned documents by version comments, by the user who created a version within the document, by the date a version was created, or by version label.

Within Folder: Users can search the contents of the current folder or specify one or more folders to include or exclude from the search.

Within Volume: A search can be performed for all documents and electronic documents stored on a particular volume.

Additionally, the Text search enables users to search through the text of a document for a word or phrase. This is called a "full-text" search.

There are two types of full-text searches: basic text searches, the simplest way to perform a search, where users enter information into fields and boxes; and advanced text searches, where users type in a complex search string, which gives them more searching flexibility such as the following:

- **Phrase**: Allows users to search for a single word or phrase.
- **And**: Allows users to search for all documents that contain two specified words or phrases. Use the second text box that appears when selecting "and" to enter a second word or phrase.

- **Or**: Allows users to search for all documents that contain one of two specified words or phrases. Use the second text box that appears when selecting "or" to enter a second word or phrase.
- **Not**: Allows users to search for all documents that contain the first specified word or phrase, but not the second one (in the second text box).
- **Within**: Allows users to search for all documents that contain both specified words or phrases within a particular number of words of each other.

All text searches support the Fuzzy search option, which allows users to find all words or phrases that are similar to the word or phrase they typed, even if they contain misspellings or OCR errors.

When using the Fuzzy search feature, the degree of accuracy is determined by the number of letters or by the percentage of each word in the phrase. Specify the maximum number of letters that each word in the phrase can differ from the specified criteria and still be considered a good result or specify the percentage of each word in the phrase that can differ from the search criteria and still be considered a good result.

E. ALLOW PARTICIPATING AGENCY APPLICATION ADMINISTRATOR TO CONFIGURE NEW FOLDERS, SUB-FOLDERS, DOCUMENT ATTRIBUTES, AND DOCUMENT TYPES WITHOUT CONTRACTOR'S ASSISTANCE. ADMINISTRATOR CAN SELECT WHETHER CONFIDENTIAL FOLDERS ARE VISIBLE IN THE CUSTOMER-FACING INTERFACE.

The Laserfiche System Administrator can configure all folders in the Laserfiche repository and apply security to these folders without vendor assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

F. ALLOW USERS TO CONFIGURE THEIR OWN SEARCH PARAMETERS TO ENABLE SEARCHING BY A VARIETY OF ATTRIBUTES, FOR EXAMPLE: REFERENCE NUMBER, DATE RECEIVED, AND DOCUMENT TYPE.

Users can configure their own search parameters to enable searching by text and metadata field searches such as reference number, date received, etc.

G. HAVE OPTIONS FOR ONSITE, CLOUD-BASED STORAGE AND HYBRID-BASED STORAGE

MCCi offers an on-prem (self-hosted) or cloud hosted solution. MCCi's Managed Cloud platform provides a SaaS user experience with the functionality, access, and dedicated resources an on-prem solution would offer. Our Managed Cloud solution provides a single tenant architecture with the security, dependability, scalability, and customization needed for high-volume and highly integrated business process automation.

H. ALLOW PARTICIPATING AGENCY TO RETAIN OWNERSHIP OF THE DATA STORED ON THE PLATFORM AND THE ABILITY TO EXTRACT IT IN FULL AT ANY TIME.

Client will own their own data in Laserfiche with the ability to extract at any time.

I. ALLOW THE DIRECT IMPORT OF COMMON ELECTRONIC DOCUMENT TYPES (SUCH AS, BUT NOT LIMITED TO: TIF, PDF, JPG, MICROSOFT OFFICE STANDARD FORMATS SUCH AS DOCX AND XLSX).

Yes, Laserfiche can direct import virtually any type of file. This includes common image formats such as TIFF, PDF, JPG, along with MS Office files. Laserfiche can also store multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that filetype on the user's computer.

J. BE EASY TO NAVIGATE, USER-FRIENDLY USER INTERFACE.

As a solution, Laserfiche consistently receives high marks from industry-leading independent studies related specifically to its ease of use and user adoption. All modules of Laserfiche are designed with ease of use in mind. The user interfaces and administrative tools are very easy to learn, navigate and use. Users will find that Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give the Client's staff the confidence to begin scanning and retrieving documents almost immediately after installation making deployment easier on their resources.

K. ALLOW FOR ADD-ON FOR MICROSOFT OFFICE INTEGRATION TO ENABLE IMPORT OF EMAILS DIRECTLY INTO SYSTEM.

Laserfiche is tightly integrated with the Microsoft Office Suite, giving Clients the capability to easily archive records from an Office application directly to Laserfiche easily- including Microsoft Outlook. Users can drag and drop emails from Outlook and import this metadata into Laserfiche allowing for easy search. Additionally, basic e-mail information such as sender, recipient, date/time sent, etc., can be stored as field information for the electronic document created for the e-mail message. Attachments can be filed as well. The process of importing an e-mail message into Laserfiche is slightly different than that of importing other electronic files, namely because of how attachments and properties are handled. An e-mail message can contain one or more attachments. Laserfiche allows you to configure how those attachments are imported with the following options:

- Keep attachments with the e-mail message
- File each attachment as its own electronic file
- Keep attachments with the e-mail message and file each as separate document
- Do not import the attachments

L. ALLOW FOR FILES CAN BE UPLOADED BY USING A DRAG-AND-DROP SYSTEM.

Yes, Laserfiche allows for simple drag and drop import.

M. ALLOW APPLICATION ADMINISTRATOR TO UPLOAD DOCUMENT TEMPLATES FOR USE BY USERS.

Yes, the Application administrator can create and upload document templates for different types of users as needed.

N. ENABLES STORAGE OF APPLICATION PRESENTATION DOCUMENTS, SUCH AS POWERPOINT FILES, PHOTOGRAPHS AND VIDEOS

Yes, Laserfiche can store PowerPoint presentations and multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that file type on the user's computer.

0. IDENTIFY DUPLICATE DOCUMENTS WITHIN A FOLDER

Yes, out of the box, duplicates are easily recognizable. Laserfiche also offers version control.

2.5 CUSTOMER FACING INTERFACE.

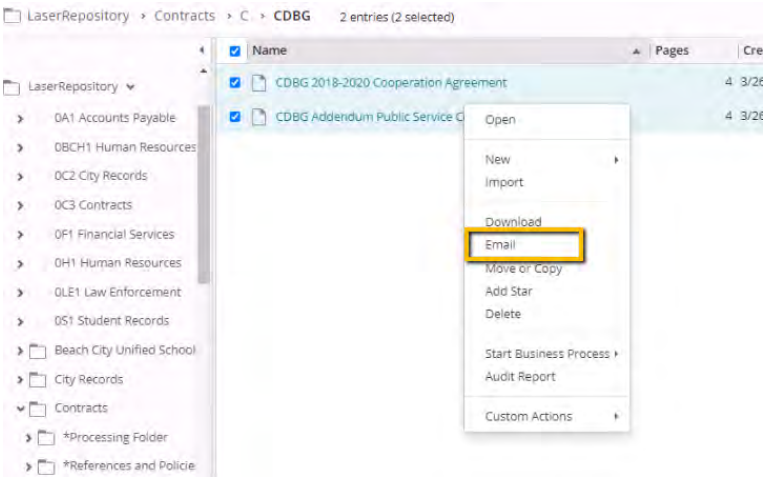
A. INCLUDE A COUNT OF THE TOTAL NUMBER OF DOCUMENTS IN A FOLDER,

Yes, while in a particular folder, Laserfiche shows the total number of documents.

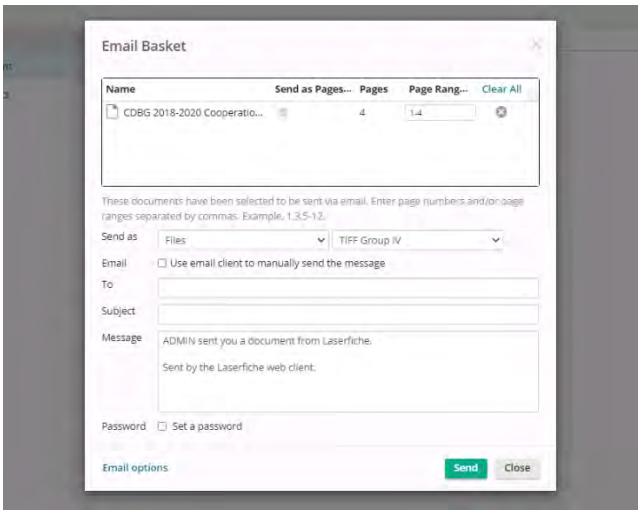
B. ENABLE THE DOWNLOADING AND PRINTING OF DOCUMENTS,

Laserfiche allows users to right-click on a document(s) to email directly from the application (See Screenshot 1). From here a dialog box will appear to allow for whole document or pages along with the ability to send as link or copy, file type, and to set a password (See screenshot 2). Printing can be done from the application, as well, (see screenshot 3) and users are given the ability to print all document(s) or just selected pages. Note, these can all be done from the document viewer as well.

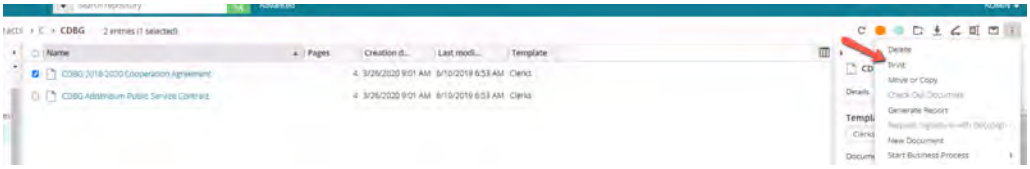
Screenshot 1:



Screenshot 2:



Screenshot 3:



C. ALLOW ADMINISTRATOR TO REDACT SECTIONS OF DOCUMENTS FROM PUBLIC VIEW IF NEEDED. PRINTED AND DOWNLOADED DOCUMENTS INCLUDE THE REDACTION IN THE DOWNLOADED VERSION,

Yes, redaction capability is standard in Laserfiche. Images and/or text associated with a document can be redacted, allowing users to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Users with appropriate security rights can choose whether to allow the sensitive material to be visible after exporting/printing via the Settings dialog box.

D. ABILITY TO GENERATE HYPERLINKS TO SPECIFIC DOCUMENTS WITHIN THE SYSTEM TO ALLOW THESE TO BE USED IN REPORTS, EMAILS, ETC,

Yes, with Laserfiche users can Direct Share specific documents with people for a specific timeframe. Links to the record can be included in internal email notifications.

E. ABILITY TO SELECT DIFFERENT LANGUAGES AND/OR PHOTOS WITHIN THE INTERFACE,

The Laserfiche web client is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, Italian, and Thai. Laserfiche Forms is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, and Thai.

F. ADA COMPLIANT INTERFACE,

Yes, the Laserfiche Web Client is compliant, please refer to this link for further detail and VPAT for full compliance documentation - https://www.laserfiche.com/legal/accessibility

G. AT-A-GLANCE STATUS OF APPLICATIONS BASED ON INPUT META-DATA (I.E META-DATA AND ATTRIBUTES CAN BE ADDED TO APPLICATION FOLDERS IN ADDITION TO DOCUMENTS WITHIN FOLDERS TO ENABLE APPLICATION STATUS TO BE PUBLISHED/SUMMARIZED VIA A PAGE ON THE PARTICIPATING AGENCY'S WEBSITE.

Yes, reporting on Laserfiche metadata is very quick and simple. This data can then be used for reporting and enabling the status to be posted/published as needed on the Agency website.

2.6 REPORTING AND MANAGEMENT.

A. SYSTEM GENERATES REPORTS OF NUMBER OF DOCUMENTS ACCESSED, IMPORTED, UPLOADED, EDITED AND DELETED. RESULTS CAN BE REFINED BY USER.

Laserfiche Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

How Does Audit Trail Work?

Laserfiche Audit Trail records events that take place in a Laserfiche repository enabling the Client to view those events as part of a report.

The first and most important reason to use Laserfiche Audit Trail is to keep track of what occurs in a Laserfiche repository. Before Laserfiche activity can be audited, a privileged user must choose the types of repository activity that will be logged. After this configuration has been performed, an event will be recorded in the audit log when a user performs an action that requires auditing. The Laserfiche Server will store these audited events in a binary log file.

The second purpose of Laserfiche Audit Trail reporting: filtering and organizing audited repository activity. Once the Client has enabled auditing in their repository, they can generate reports to analyze their repository activity using the Laserfiche Audit Trail Reporting application. This application interprets the binary log files and allows the Client to run reports on their contents, filtering by a variety of criteria.

OpenLaserfiche Server

Configure the Laserfiche Server to track events that should be logged. This process may differ depending on the edition of Audit Trail the Client has installed.

OpenAudit Log

Once configured, the actions performed in the repository (that have been configured to be logged) are recorded to a series of Audit log files.

OpenAudit Trail Reporting

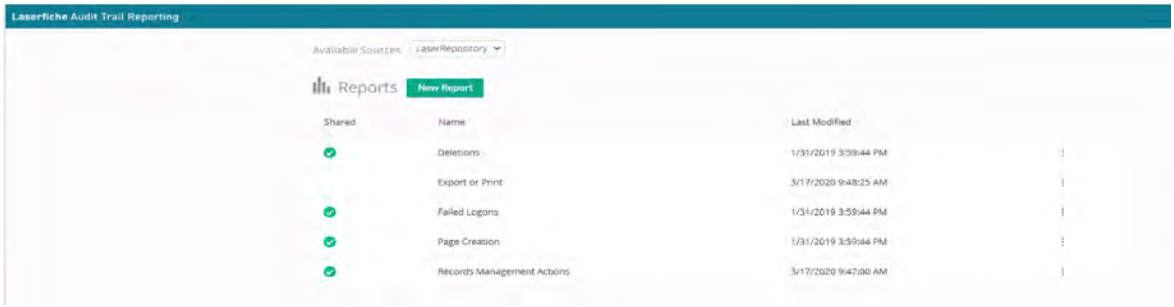
Using the Laserfiche Audit Trail Reporting application, the Client can define a date range (as well as other settings) for the data they want to run reports on. For example, they might want to run a report on actions performed in their repository for the past 30 days.

Open SQL/Oracle Database

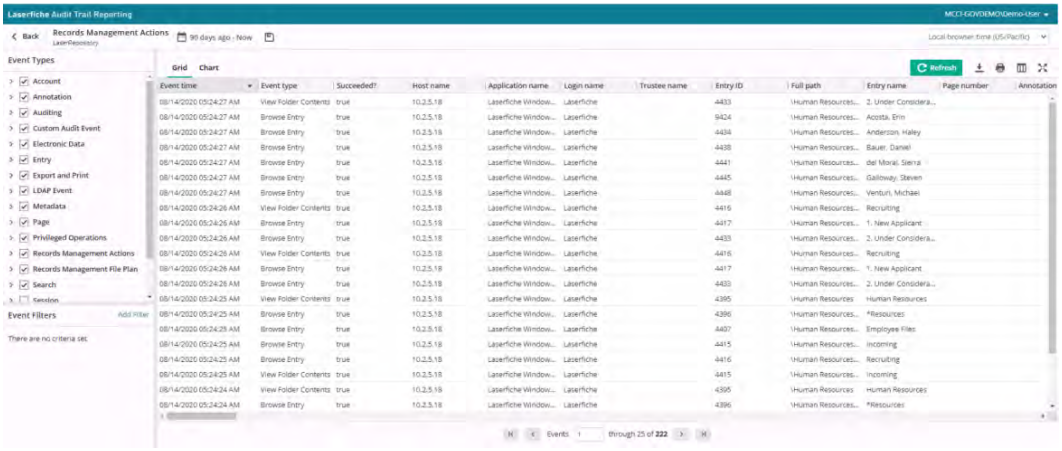
Once this date range is defined, the data is pulled from the Audit log and placed into the Client's SQL or Oracle database. This database is separate from the database the Client's repository uses, which prevents the audit reporter from affecting repository performance. This enables the Client to run reports more efficiently since they are sifting through significantly less but more relevant information.

Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.

Screenshot 1 - Saved Reports and Ability to Create New



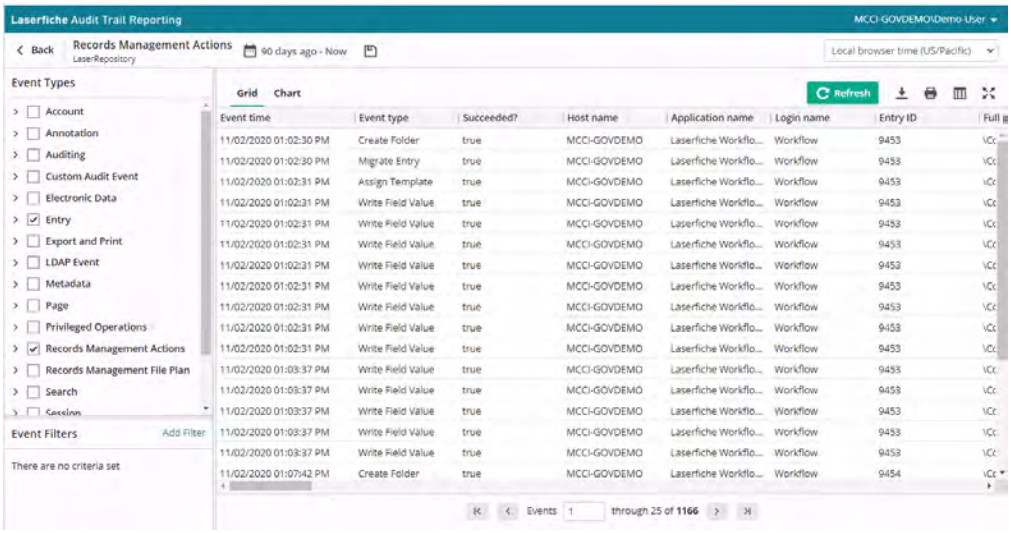
Screenshot 2 - Report Creation/Viewing interface



B. SYSTEM COLLECTS INFORMATION ON WHEN DOCUMENTS ARE ACCESSED/ VIEWED/ MODIFIED AND DOWNLOADED.

Laserfiche, Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

Screenshot - Audit Trail Web Interface



C. SYSTEM CAN GENERATE REPORTS ON TOTAL SIZE OF ALL DATA STORED IN THE SYSTEM AND, DEPENDING ON WHETHER SYSTEM IS CLOUD-BASED, WHERE DATA IS BEING STORED.

Through the administrator settings in the Laserfiche system data can be reviewed in the following ways:

Repository Properties

The Repository Properties page provides the Client with additional information about their repository.

Locking Status

The Locking Status section displays whether the repository is locked and allows users to lock or unlock it using the Lock or Unlock button.

Indexing Status

In the Indexing Status section, users can see the current status of the Laserfiche Full-Text Indexing and Search service. Users can also pause indexing, clear the index queue, add an indexing task, or refresh to update the status.

Statistics

In the Statistics section, the Client can review information about your repository.

Current Size: The total size of the repository and its contents.

Document Count: The total number of documents in the repository.

Image Count: The total number of TIFF images contained within documents in the repository.

Full-featured connections: The number of full-featured license connections currently made to the repository.

Retrieval connections: The number of read-only license connections currently made to the repository.

Logical volumes: The number of logical volumes attached to the repository.

Physical volumes: The number of physical volumes attached to the repository.

Disk Space Usage: The Client can calculate the disk space used by volumes currently attached to the Laserfiche repository. Note that this will only calculate disk space used by fixed volumes, not removable volumes.

To calculate disk space usage, click Check disk space usage. If there are many volumes, this calculation make take a few moments. In the Disk View tab, review the disks that host volumes on this repository, their locations, and the disk capacity and current disk usage for the volume disks. To view the volumes on a disk, click View volumes on this disk. In the Volume View tab, review the volumes currently attached to this repository, and their size and path, as well as the disk capacity and available disk space on the hard disks that host them.

This documentation is specific to Laserfiche version 11.

2.7 TESTING - THE CONTRACTOR SHALL COMPLETE ALL NECESSARY IMPLEMENTATION WORK IN A PROFESSIONAL MANNER THAT MEETS THE REQUIREMENTS OF THE PARTICIPATING AGENCY. THE CONTRACTOR SHALL ENSURE THAT SYSTEM IS CORRECTLY CONFIGURED TO MEET ALL PARTICIPATING AGENCY FUNCTIONAL REQUIREMENTS. CONTRACTOR SHALL COORDINATE FUNCTIONAL TESTING TO ENSURE ACCURACY OF CONFIGURATIONS. WORK SHALL COMMENCE WITHIN 45 DAYS OF CONTRACT AWARD.

MCCi will meet all necessary implementation requirements in a professional manner and ensure client satisfaction. For each product increment, testing will need to be conducted through alpha and beta testing. Alpha testing will be first conducted by MCCi through a two phased approach. First, the system engineer/developer will test the product increment under "alpha testing." Once the item is bug free, the MCCi project manager will conduct a second round of testing until bug free under "beta testing." Once bug free, MCCi will package a group of items for client for under user acceptance testing (UAT). Client will have a list of items in a "backlog for UAT." The item will be moved by section in basecamp by MCCi project manager and assigned to client. At this point, the client will be responsible for testing item before completion. If item is bug free, the client will simply need to close the item and notify MCCi project manager that item is bug free. If a bug exists, client should move the item under "identified bugs from testing/development" and report the item. Client should include details of the bug so corrective action can take place. MCCi and the client will go through same procedures once corrective action is taken until item is completely bug free.

2.8 TRAINING - THE CONTRACTOR SHALL PROVIDE RESOURCES EXPERIENCED WITH DEVELOPING AND EXECUTING TRAINING PLANS, INCLUDING CONTENT DEVELOPMENT AND DELIVERY, TO ASSIST THE PARTICIPATING AGENCY IN MEETING END-USER TRAINING NEEDS. IMPLEMENTATION SHALL OCCUR IN PHASES AND KNOWLEDGE TRANSFER SHALL BE AN ONGOING PROCESS THROUGHOUT THE ENTIRE PROJECT. THE CONTRACTOR SHALL PROVIDE KNOWLEDGE TRANSFER BOTH VERBALLY AND THROUGH WRITTEN DOCUMENTATION AND PROCEDURES

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly on the product and goes through the applicable manufacturer training based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs throughout the project. MCCi can provide train-the-trainer training for key staff, which can then roll-out the project to the organization or MCCi can serve as the trainer for all users in the organization. Please see our Training Packages below for additional information. These packages are designed to be completed at various stages during the project as best determined during the sales discovery and project kick off assessment. In addition to scheduled training options, MCCi offers The Training Center for Laserfiche, an on-demand training resource subscription with hundreds of training videos and other resources available to the client at any time.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring, and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)*
- Technical Support Overview
- Recycle Bin Settings

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCi's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche IT Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Records Folders
- Security Tags
- Document Links
- Vital Records

- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in the Client's Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to the Client's organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in the Client's Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote session prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of the Client's new Laserfiche implementation project, this one-hour training course will provide them and their departmental subject-matter experts with an overview of the features and functionality of their Laserfiche platform. The training course is built to help the Client understand what Laserfiche is capable of and get them into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of their project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving documents?
- Best practices in creating/managing a repository.
- Overview of specific process automation tools, based on the Client's platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

3. DELIVERABLES

CONTRACTOR SHOULD DEVELOP THE FOLLOWING DELIVERABLES IN THE ASSESSMENT OF THE PARTICIPATING AGENCIES CURRENT SYSTEM AND PROPOSED SOLUTION (ADDRESSES ELEMENTS A-O UNDER SECTION 3 DELIVERABLES)

MCCi has partnered with industry-leading solutions to drive process improvement and innovation across organizations versus siloed technology department by department. MCCi's clients are choosing Content Services & Intelligent Automation to drive the automation necessary, starting with processes as simple as scanning documents and going as far as implementing digital workers to perform time-consuming repetitive tasks. MCCi consults with our clients to identify the business issues and bottlenecks in processes and recommends how these processes can be automated utilizing technology tools. Whether clients are looking to implement self-hosted or in the cloud, we have solutions to tailor to each organization. We are passionate about empowering organizations to choose and implement right solution for their first initial roll-out and to meet their long-term goals.

CONSULTATION

As the Client begins the journey to choose the best technology, we start with a thorough discovery process to understand their current business needs and how those may change in the future. Our sales and client innovation teams then recommend a solution tailored to the Client's needs. We determine the best implementation strategy, as well as ongoing support needs. Our goal is to deliver a final solution and work with them on their next project.

To complete discovery/assessment of existing records, system, and procedures, MCCi experts will conduct an analysis of the prospective client's systems. The analysis is the study of the differences between two information systems or applications, often for determining how to bridge the space between where we are and where we want to be. New clients may be new to using a Content Services or Intelligent Automation solution or could be transitioning from another system. Existing clients may consider an analysis when looking to expand their system into other departments or throughout their enterprise. It is also an opportunity to investigate and report on how Client's existing solution is being used versus its intended use. Either way, an analysis not only serves the

consulting needs, but can also mitigate inherent risks in a new project. Risks such as scope creep, unforeseen needs (e.g., people, conversions, integrations, equipment), and unknown stakeholders can be identified and cleared up at the very beginning of the project. This process involves determining, documenting, and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The amount of time/cost of an analysis is dependent upon the system size and number of departments to be involved. The final deliverable is a report that can be given to Client in a format that can be edited. Any future changes to the report are the responsibility of Client. The report can detail the following:

- A summary of the current document flow path with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations
- Possible timeline and workplan or a Statement of Work detailing the project
- Suggested retention periods based on client's needs and requirements
- Costs involved in initial project and expansions into various departments based on client's needs
- Recommendations of availability and accessibility of various documents based on client's requirements
- Recommendations of strategies on adoptions of new policies and procedures related to document management
- Recommendations for applying change management and training

MCCi can deliver results of the performed analysis in written form, as well as via an onsite meeting with key client stakeholders that should be attended by client CIO/IT Director, Application Administrators, departmental managers, and any other leadership members.

Sample Timeline Process Assessment- Pre Development*			
Task #	**Task Name**	**Duration**	**Resources Needed**
1	Kick-Off Meeting	1 day	MCCi Account Executive, MCCI Project Team, Client Project Sponsors
2	Process Analysis	5 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
2.1	Process Assessment - Pre-Development	1 day	
2.1.1	Meet Process Owners - Process 1		MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
2.1.2	Meet Process Owners - Process 2		MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
2.1.3	Meet Process Owners - Process 3		MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
2.2	Deep Dive - Targeted Process - Process 1	1 day	
2.2.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.2.2	Review SOPs		MCCI Project Team, Client SME
2.2.3	Meet with Process Owners		MCCI Project Team, Client SME
2.3	Deep Dive - Targeted Process - Process 2	1 day	
2.3.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.3.2	Review SOPs		MCCI Project Team, Client SME
2.3.3	Meet with Process Owners		MCCI Project Team, Client SME
2.4	Deep Dive - Targeted Process - Process 3	1 day	

2.4.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.4.2	Review SOPs		MCCI Project Team, Client SME
2.4.3	Meet with Process Owners		MCCI Project Team, Client SME
2.5	Shadowing - Selected Process(s) Observations	1 day	
2.5.1	Process 1		MCCI Project Team, Client SME
2.5.2	Process 2		MCCI Project Team, Client SME
2.5.3	Process 3		MCCI Project Team, Client SME
3	Process Definition Documentation (PDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
3.1	Create Final Draft	12 days	MCCI Project Team
3.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
3.3	Redline	4 days	Client Project Sponsors, Client SME
3.4	Final Corrections	4 days	MCCI Project Team
3.5	Client Approval – PDD	4 days	Client Project Sponsors
4	Solution Design Documentation (SDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
4.1	Create Final Draft	12 days	MCCI Project Team
4.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
4.3	Redline	4 days	Client Project Sponsors, Client SME
4.4	Final Corrections	4 days	MCCI Project Team
4.5	Client Approval - SDD	4 days	Client Project Sponsors
5	Meet with Stakeholders to Deliver Report	.5 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors

*This timeline is provided as an example only. Actual timeline may differ based on project size, number of processes evaluated, and necessity for any change orders that may occur through the process. Qualifications for change orders can include, but are not limited to: post process approval revisions, additional resource requirements, etc. Actual timeline will depend upon client and vendor resource availability and responsiveness, as well as environment preparedness.

TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

INCLUDE ANY ADDITIONAL PRODUCTS AND/OR SERVICES AVAILABLE THAT VENDOR CURRENTLY PERFORMS IN THEIR NORMAL COURSE OF BUSINESS THAT IS NOT INCLUDED IN THE SCOPE OF THE SOLICITATION THAT YOU THINK WILL ENHANCE AND ADD VALUE TO THIS CONTRACT FOR REGION 14 ESC AND ALL NCPA PARTICIPATING ENTITIES.

Please see our included Product Overviews below of value-added products and services.

SERVICE PACKAGES

LASERFICHE SYSTEM MIGRATION PACKAGE

MCCi's System Migration Package is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions.

CLIENT DELIVERABLES

- Provide Microsoft Window Server(s) that meets Laserfiche system requirements
- Provide a Windows account that has administrative rights to each new Laserfiche server, can create, write, and read the various Laserfiche databases, and query Active Directory
- Acquire, install, and setup TLS certificates that meet Laserfiche requirements
- Create backup of Laserfiche databases and restore in new SQL environment
- Transfer data to new environment

MCCi DELIVERABLES

- Install and configure one (1) instance of each existing Laserfiche application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)
- Register existing repositories in the new environment with the various Laserfiche applications
- Upgrade existing Laserfiche applications to newest supported version of Laserfiche
- Provide consultation on best practices for volume and Laserfiche database migrations
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated
- Configuring Identity Providers other than native Active Directory
- Installing or Configuring applications that were not already installed or configured
- Migrating custom settings or integrations

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later is currently installed.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

MCCI DELIVERABLES

- Migrate a single (1) repository to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups
- Migrating repositories over 400 GB (volumes + SQL database)

ASSUMPTIONS

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool.
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2008 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

LASERFICHE SUBSCRIPTION STARTER INSTALLATION PACKAGE

MCCi's Subscription Starter Installation Package is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, and Starter Audit Trail.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than Active Directory
- Installation of Laserfiche Windows Client, Workflow, Laserfiche Forms, Web Link, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
  - Basic configuration using the WebLink Designer not to exceed three (3) hours
  - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

UPGRADE TO LFDS INSTALLATION PACKAGE

MCCi's Upgrade to LFDS Installation Package is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server that meets Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure LFDS in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Migrate repository user accounts and groups to LFDS
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Adding new users, creating new groups, access rights, and security
- Setting up external DMZ
- Installing and configuring Failover Clusters or Load Balancing
- Migrating existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than native Active Directory

ASSUMPTIONS

- Client's Laserfiche application server is on Laserfiche Version 10.4.1 or later
- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.

LASERFICHE VERSION UPGRADE PACKAGE

MCCi's Laserfiche Version Upgrade Package is designed for MCCi to upgrade your existing Laserfiche applications to the newest supported versions on the servers Laserfiche is currently installed on.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Update existing modules in one (1) environment to the newest supported version of Laserfiche.
- Perform basic software deployment testing.

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory

- Metadata configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later are currently installed.

LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the newest supported versions.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and newest supported version of Laserfiche
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher are currently installed.

LASERFICHE SANDBOX INSTALLATION PACKAGE

MCCi's Laserfiche Sandbox Installation Package is designed for Clients whose subscription licensing includes a Sandbox license.

CLIENT DELIVERABLES

- Provide Microsoft Windows application server that meets Laserfiche system requirements

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install a single (1) sandbox environment on a single server including up to ten (10) users, Laserfiche Directory Server and any additional add-ons purchased from MCCi, such as portals

EXCLUSIONS

MCCi is not responsible for replicating other environments into Sandbox (E.g., Migrating workflows, forms processes, folder structures, security, user accounts, integrations, etc.).

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Client owns Laserfiche Business Subscription Tier or Sandbox licensing.
- Client has acquired, installed, and set up TLS Certificates that meet Laserfiche requirements on Client's system.

LASERFICHE ADD-ON APPLICATION INSTALLATION

MCCi's Add-on Application Installation Package is designed for MCCi to install and perform the initial basic configuration of one (1) Laserfiche application.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing
- Provide one-hour overview on the application installed

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Installing and configuring LFDS
- Installing and configuring Laserfiche PowerPack by MCCi
- Installation of Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuration of identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

LASERFICHE SAML IDENTITY PROVIDER PACKAGE

MCCi's Laserfiche SAML Identity Provider Package is designed to help Client configure directory server with a SAML 2.0 supported identity provider.

CLIENT DELIVERABLES

- Provide MCCi with claims mapping configuration information from SAML 2.0 Identity Provider (IdP)

MCCI DELIVERABLES

- Configure directory server to use the Client's SAML identity provider for authentication in the Laserfiche system
- Provide Client training on how to create accounts in directory server from the Client's SAML identity provider

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring individual Laserfiche web products to use Single Sign On

- Troubleshooting issues with the SAML identity provider
- Identifying provider conversion: the migration (or conversion) of users from the current identity provider to the new SAML identity provider, including, without limitation, directory server and repository users
- Migrating (or converting) of users from current identity provider to the new SAML identity provider, including directory server and repository users
- Creating accounts in directory server from Client's SAML identity provider

ASSUMPTIONS

- Laserfiche Directory Server is installed and configured.
- Client's identity services must support SAML 2.0 tokens.
- Client must have sufficient access and privileges to their SAML-compatible identity services to configure Laserfiche as an authorized SAML service provider. This includes (but is not limited to) firewalls, exporting metadata, and importing metadata.

LASERFICHE POWERPACK BY MCCI INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCI DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process

- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

LASERFICHE REPOSITORY CONFIGURATION

MCCi's Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client's organization to build their Laserfiche repository from and help establish consistent standards the Client's organizations can build on. MCCi's team will work with Client's Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote "train the trainer" training on Basic Laserfiche and User functions.

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security

- Installing software
- Configuring workflows

RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

ASSUMPTIONS

- Client has procured appropriate licensing for Real-Time Lookup.

LASERFICHE QUICK FIELDS ADVANCED CONFIGURATION PACKAGE

MCCi's Quick Fields advanced configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single Quick Fields session with maximum of five (5) classification types, configure Real-Time Lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Procure appropriate licensing for Real-Time Lookup and Classifications
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up a maximum of five (5) session classifications, each with one (1) Real-Time Lookup using ODBC and three (3) field data queries per lookup
- Create five (5) Laserfiche Templates with up to twenty-five (25) fields total

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring workflow
- Creating dynamic fields
- Providing Quick Fields training

LASERFICHE CLOUD SINGLE SIGN-ON

MCCi will assist Clients in configuration and testing of supported Single Sign-On integration with Laserfiche Cloud.

CLIENT DELIVERABLES

- Download/export of Client-side SAML configuration file for import into LF Cloud
- Configure existing SAML-compatible SSO platform supported by LF Cloud

MCCI DELIVERABLES

- Setup SSO parameters within LF Cloud to communicate with Client-side SAML-compatible application
- Convert one LF Cloud user account to use SSO configuration
- Perform testing of SSO functionality from LF Cloud Web/Windows Client
- Demonstrate to Client how to configure additional LF Cloud users for SSO

EXCLUSIONS

MCCi is not responsible for the following:

- Assistance with setting up SAML-compatible application in Client-side SSO platform
- Configuration of SSO with unsupported or non-SAML providers
- Configuration of multiple users to use SSO within LF Cloud

ASSUMPTIONS

- Client has administrative access to Client-side SSO platform with ability to create applications
- Client has or can create user account within SSO platform for testing purposes

LASERFICHE CONNECTOR INTEGRATION CONFIGURATION AND TRAINING

MCCi provides installation, configuration services and training to assist MCCi's clients in quickly utilizing the streamlined experience for integrating Laserfiche with a line of business applications.

CLIENT DELIVERABLES

- Ensure that user's machine and application to be integrated with Connector meet Laserfiche Connector requirements outlined in the hardware requirements
- Provide a test utility to ensure that the application screen is viable prior to purchase. Client is responsible for ensuring the compatibility of applications prior to purchase
- All data used for configuration must be available from the application screens
- Appoint a Laserfiche Connector Administrator
- Provide Laserfiche metadata requirements

MCCI DELIVERABLES

- Install and integrate Laserfiche Connector on one (1) machine within the current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assist in configuration of integration for up to one (1) application screen with three (3) standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Provide remote "Train the Trainer" training while performing integration of the Client's software with Connector

ASSUMPTIONS

- Not all applications are guaranteed to work with Laserfiche Connector. Even if a test was successful with the Laserfiche Connector Test Utility, configuring with the full software may not work as intended.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE - SELF-HOSTED/MANAGED CLOUD

CLIENT DELIVERABLES

- Provide Microsoft Windows server(s) that meet the ABBYY system requirements
- Acquire, install, and setup SSL/TLS Certificate that meet the ABBYY requirements
- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

MCCI DELIVERABLES

- Install and provide initial configuration of one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE – ABBYY CLOUD

CLIENT DELIVERABLES

- Provide local Microsoft Windows server or workstation that meets the ABBYY system requirements for FlexiCapture Developer's Package
- Provide Windows account that has administrative rights to each windows server or workstation
- Provide CSV Files of Vendor and Business Unit data to be uploaded to Cloud

MCCI ACTIVITIES AND/OR DELIVERABLES

- Install the FlexiCapture Developers Package on one (1) workstation and/or server within the Client's environment.
- Configure ABBYY FlexiCapture Connect config.json file with connection and import and export settings

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION WITH LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, fifteen (15) per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train Flexicapture identification for up to five (5) vendors, fifteen (15) per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION – NON-LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, 15 per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train invoices for up to five (5) vendors, 15 per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Creating custom development or coding that may be required for export or other processes
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE UPGRADE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Provide access to current version of FlexiCapture Installation files
- Backup FlexiCapture SQL Database and all FlexiCapture dedicated server(s)
- Verify that all pending tasks have been completed and all batches have been processed

MCCI ACTIVITIES AND/OR DELIVERABLES

- Compact and backup existing Invoice Project(s) files and training batches
- Uninstall existing version of FlexiCapture
- Download and install latest compatible version of FlexiCapture or FlexiCapture for Invoices in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers
- Upgrade existing project(s) to latest version

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

CITIES DIGITAL ARCGIS INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

ArcGIS is a geographic information system used by municipalities to display data related to positions on a map. The ArcGIS integration by Cities Digital (CDI) links existing GIS layers to documents in Laserfiche, displaying both sets of information together within the assets on the map.

CLIENT DELIVERABLES

- Provide ArcGIS layer integration information for integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Replace existing ArcGIS layers with the integration layers on your ArcGIS map

MCCI DELIVERABLES

- Install CDI ArcGIS Integration software on a single (1) server to communicate with a single (1) repository
- Configure CDI ArcGIS Integration for up to five (5) ArcGIS Layers
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCi is not responsible for creating any layers within ArcGIS.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- ArcGIS Online and ArcGIS Server 10.3.1 or later is installed and configured on Client system

CITIES DIGITAL DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

DocuSign is an online document signature platform. The Cities Digital (CDI) DocuSign integration allows documents to be sent from and received back into the Laserfiche repository, as well as providing a suite of Laserfiche Workflow activities that allow for some automation of this process.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche Servers
- Provide an outward-facing Windows server for installation of the Listener
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install the following CDI DocuSign Integration components: Listener, Web Client integration, Workflow Activities, Desktop Client integration on one (1) workstation
- Configure DocuSign Connect
- Perform preliminary testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCi is not responsible for Workflow Creation.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system
- Client owns DocuSign licensing level that includes integration keys

CITIES DIGITAL MICROSOFT DYNAMICS CRM INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

The Cities Digital (CDI) Dynamics CRM integration for Laserfiche allows for easy connectivity and interaction between Laserfiche and Dynamics CRM.

CLIENT DELIVERABLES

- Provide Dynamics CRM credentials to be used by the integration
- Provide URL for Dynamics CRM

MCCI DELIVERABLES

- Install Dynamics CRM Integration
- Configure up to three (3) Dynamics Entities

- Perform alpha testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCi is not responsible for configuration in Dynamics CRM.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system

TRACKER INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi's Tracker Integration eliminates the need for third-party integration tools to provide a streamlined user experience for scanning, importing, and retrieving documents in Laserfiche from the Tracker application. This integration leverages built-in web features of Laserfiche allowing tracker to trigger these actions using standard HTTP requests.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings: gather/compile all details and provide to Tracker team for them to deploy
- Configure Laserfiche Form for file uploads
- Create Laserfiche Workflows to file documents brought into the repository by the integration
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuration of servers in DMZs

ASSUMPTIONS

- Laserfiche Forms 10.4 or later installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

TRACKER INTEGRATION UPGRADE PACKAGE

For Clients with existing integrations through MCCi using third party tools like RatchetX, this package will upgrade them to the new built-in integration.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings (gather/compile all details and provide to Tracker team for them to deploy)
- Configure Laserfiche Form for file uploads
- Create workflow configuration or updates to existing workflow as required (up to four (4) hours)
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuring servers in DMZs

ASSUMPTIONS

- Laserfiche Forms 10.4 or later is installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

LASERFICHE DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

This package will allow basic integration of DocuSign with Laserfiche for electronically signed documents.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Provide an outward-facing Windows server for installation of the Laserfiche Web Import Service
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install and configure Laserfiche Web Import Service
- Configure DocuSign integration
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for DocuSign configuration outside of the integration components.

MCCI CWSAPI INSTALLATION AND CONFIGURATION PACKAGE

MCCi CWSAPI allows Client developers to integrate their third-party software with Laserfiche.

CLIENT DELIVERABLES

- Provide a dedicated Laserfiche named user/keyed integrator license for CWSAPI to utilize
- Provide an outward-facing server for installation of the integration
- Provide SQL database to facilitate upload “chunking”

MCCi DELIVERABLES

- Install CWSAPI Integration
- Complete basic configuration of the CWSAPI utility
- Provide (1) hour of remote overview of integration and Swagger

EXCLUSIONS

- MCCi will assist the Client’s development team as questions or issues arise but is not responsible for writing the custom integration to the Client’s software itself.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.6.1 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI ENERGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi EnerGov integration leverages the MCCI CWSAPI to integrate with EnerGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired EnerGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to EnerGov technical staff and resources as needed
- If EnerGov “Intelligent Object” configuration is desired, it is Client’s responsibility to configure the appropriate settings in EnerGov or to work with EnerGov to do so. Intelligent Objects is the EnerGov feature that allows for creating letters and other documents and having them attached to EnerGov records. EnerGov configuration is needed to set this up and to have these documents treated as attachments to be stored in Laserfiche.

- Provide an outward-facing server for installation of the integration
- Provide a dedicated Laserfiche named user/keyed integrator license to operate the integration
- Confirm with EnerGov ownership of any needed SDK, API, and/or general EnerGov licensing requirements related to this integration.
- Provide SQL database to facilitate upload "chunking"
- Perform User Acceptance Testing (UAT)

MCCi DELIVERABLES

- Provide list of EnerGov fields available for mapping to Laserfiche
- Install EnerGov Integration Utility on Client server
- Assist in configuring up to three (3) EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate from the integration template to the final Laserfiche template
- Provide remote "Train the Trainer" training in a single session for up to three (3) hours to empower Client to configure other available EnerGov Entity Types
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for configuration of Laserfiche filing workflows unless a separate package or SOW is included

ASSUMPTIONS

- EnerGov Self-hosted or EnerGov Cloud platform is installed and configured on Client system
- MCCi EnerGov Integration will be installed on Client's self-hosted servers
- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI NEOGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi NeoGov integration leverages MCCI's CWSAPI to integrate with NeoGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired NeoGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to NeoGov technical staff and resources as needed
- Provide an outward-facing server for installation of the integration
- Ensure that web server within the organization's DMZ with IIS is installed
- Ensure that TLS Certificate is installed and created with a publicly addressable subdomain, such as https://lfintegrations.cityname.gov
- Provide SQL database to facilitate upload "chunking"
- Provide a dedicated named user/keyed integrator license for the integration
- Perform alpha testing

MCCi DELIVERABLES

- Install NEOGOV Integration Utility on Client server
- Configure Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate document name to document type and move to final HR Laserfiche template for the documents
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for the configuration of filing workflows unless a separate package or SOW is included.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

ONESPAN DEPLOYMENT WITH BASIC LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup and configuration, but does not provide creation of processes built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche Web Client is installed on a web server that is accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Appoint IT resources to work with MCCi for configuration and training
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources (up to three (3) people trained)
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or OneSpan Sign interfaces to send documents for signature and receive notification when signing is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing the process to build or create documents to be signed
- Integrating with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH ADVANCED LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup, and configuration, as well as training/creation of one (1) process built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4 or later with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Have testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Assist Client with deployment of OneSpan Sign using the OneSpan-Laserfiche integration for one (1) signing process. Client can choose to have signing transactions:
  - Automatically send using the workflow activities included in the integration, or
  - Send signing transaction ad hoc using the Laserfiche Web Client integration
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training one (1) session with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or Laserfiche Workflow to send documents for signature and receive callback when signing is complete
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once beta test is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Integrating OneSpan with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH NO LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This integration covers only OneSpan setup and not the integration portion.

CLIENT DELIVERABLES

- Provide pre-created documents, ready for the signing process
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Must have TLS 1.2 configured on all Laserfiche application servers

MCCI DELIVERABLES

- Assist Client with deployment of OneSpan Sign using the OneSpan Interface for one (1) signing process
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once Beta is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Providing training documentation for configured processes
- Performing Laserfiche integration

LASERFICHE CONNECTOR FOR ONESPAN INSTALLATION AND TRAINING

OneSpan is an online signing platform with integration options within Laserfiche. This integration allows users to begin the signing process from within the repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package assumes the Client already has OneSpan and would only cover the integration portion.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4.x or higher with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers.
- Provide pre-created documents, ready for the signing process
- Assemble a team of Laserfiche administrators to receive overview training on Laserfiche Connector components
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Install and configure OneSpan Sign Laserfiche Connector Service
- Conduct Laserfiche Connector for OneSpan overview/training (one (1) session) with Client stakeholders and technical resources

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Creating and/or providing build-out of actual signing process
- Creating and/or providing training documentation for configured processes

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCi's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)*
- Technical Support Overview
- Recycle Bin Settings

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCi's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche IT Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite

Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

Laserfiche Records Management Module Training

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCi's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote sessions prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of your new Laserfiche implementation project, this one-hour training course will provide you and your departmental subject-matter experts with an overview of the features and functionality of your Laserfiche platform. The training course is built to help you understand what Laserfiche is capable of and get you into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of your project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving your documents?
- Best practices in creating/managing your repository.
- Overview of your process automation tools, based on your platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

INSTALLATION AND INITIAL CONFIGURATION OF ACTIVE DIRECTORY CERTIFICATE SERVICES (AD CS)

MCCi will install and do an initial configuration of the Active Directory Certificate Services (AD CS) on a Windows Server. This configuration will be used to create the necessary TLS certificates required for the software implementation.

CLIENT DELIVERABLES

- Provide a Windows Server that meets the requirements necessary to install and configure an AD CS as outlined by Microsoft
- Install CA Certificate on end-user machines (recommended to use Group Policy)

MCCI DELIVERABLES

- Install AD CS on one (1) Windows Server
- Complete initial configuration of AD CS
- Create necessary certificates to use with Laserfiche and ABBYY products from the newly installed AD CS

EXCLUSIONS

MCCi is not responsible for the following:

- Maintaining or troubleshooting AD CS in any manner after the initial configuration is complete
- Maintaining the validity of certificates created from the AD CS. This includes renewing certificates that expire

ASSUMPTIONS

- For MCCi to be able to perform the installation and configuration of this service, Client must be able to log in with an administrative account that belongs to the Enterprise Admins and the root domain's Domain Admins group.
- Domain Functional Level and Forest Functional Level are Windows Server 2016 at a minimum.

MCCI AUTOMATED FILING IMPLEMENTATION SERVICES FOR SCANNING DELIVERY

MCCi will assist in the delivery of Laserfiche images scanned by MCCi Scanning by creating or modifying a filing workflow for the document types included in the Scanning order. The purpose of this package is to provide the Professional Services team with the means to provide a seamless delivery of the images scanned and indexed by the MCCi Scanning team. Both teams will collaborate to ensure the delivery and import of Client images into their Laserfiche system.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define naming schemes and folder paths for document types included in the Scanning order.

MCCI DELIVERABLES

- Hold Client discovery meeting
- Import all Laserfiche Briefcases from MCCi Scanning into one (1) Laserfiche repository
- Create or modify one filing workflow as needed for filing the documents included in the imported Laserfiche Briefcases provided by MCCi Scanning (not to exceed five (5) document types)
- Set document type root-level security

EXCLUSIONS

MCCi is not responsible for the following:

- Implementing automated Business Process routing logic
- Creating and modifying Laserfiche templates and metadata
- Creating and modifying Records Management configurations
- Modifications and alterations of existing documents in the Laserfiche repository
- Automated security configuration
- Installing and configuring software
- Setting up and modifying users and groups for the Laserfiche repository

ASSUMPTIONS

- Laserfiche System is already installed and configured in the Client's environment.
- Users and groups are set up for the Laserfiche repository.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCI BLOCK OF HOURS PACKAGE

This is a non-refundable block of hours, at a fixed cost to be used within 45 days of project kickoff, for MCCi Laserfiche Content Services work. MCCi will assign a Laserfiche Certified technical resource to assist the Client with their content services project. **Unused hours will expire after 45 days**.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements.

EXCLUSIONS

MCCi is not responsible for the following:

- Creating custom coding and scripting
- Providing project management services
- Installing and configuring DMZ
- Configuring or modifying network or infrastructure
- Providing formal Laserfiche application training
- Configuring Laserfiche SDK

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Ensure that TLS 1.2 is configured on all Laserfiche Servers.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.

MCCI CONSULTING SERVICES – PROCESS ASSESSMENT PACKAGE

MCCi's Consulting Services – Process Assessment Package is designed for MCCi to meet with the Client onsite for two (2) consecutive days to conduct an assessment of the Client's business process and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. **CLIENT DELIVERABLES**

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCI DELIVERABLES

- Provide two (2) consecutive days onsite for Client interviews to define business process and pain points
- Provide one (1) written report on as-is and to-be states of business process, identified pain points, and suggested remedies using MCCi products and services

EXCLUSIONS

MCCi is not responsible for:

- Training and/or video recordings.
- Developing a written Statement of Work
- Conducting the implementation of suggested remedies and solutions

MCCI CONSULTING SERVICES – PROCESS ASSESSMENT AS A SERVICE – WITH CELONIS

MCCi's Consulting Services – Process Assessment as a Service offering is designed for MCCi to meet with the Client to conduct an assessment of the Client's business process(es) and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. MCCi will configure Celonis and deploy agents to monitor identified applications and users, as well as prepare a report identifying the results of the processing mining performed and process deviations therein. The Client will be interviewed by the MCCi Project Manager and Business Analyst to document the reasons for process deviations and opportunities for process improvement and automation. Finally, MCCi will deliver a proposed Statement of Work for up to one (1) project for up to one (1) process to be improved.

CLIENT DELIVERABLES

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCI DELIVERABLES

- Provide one (1) day onsite for Client interviews to define up to two (2) business process(es) and pain points
- Provide one (1) written report on as-is and to-be states of business process(es), identified pain points, and suggested remedies using MCCi products and services
- Provide one (1) written report on process deviations with figures provided by Celonis showing:
  - Amount of time each deviation adds to the process(es)
  - Narrative description of the deviation(s)
  - Findings from interviews regarding deviations
  - Recommendations for eliminating or improving the processing of each deviation
- Configuration of Celonis and respective agents
- Development of one (1) Statement of Work for up to one (1) process to be improved.

EXCLUSIONS

MCCi will not be responsible for:

- Training and/or video recordings
- Conducting the implementation of suggested remedies and solutions
- Providing Celonis licensing/subscription

ASSUMPTIONS

- Client will provide access to Celonis for at least three (3) MCCi users and at least two (2) Client users during the Client's Celonis subscription period.

MANAGED CLOUD SETUP PACKAGES

MCCi sets up Client's Managed Cloud infrastructure on Client's behalf, providing a secure and compliant environment without the worry of day-to-day management.

MCCI DELIVERABLES

- Provide Azure compute and networking resources
- Deploy security and identity management configurations

- Setup monitoring and alerting
- Configure Backups and Update Management

EXCLUSIONS

- Migrating existing data
- Anything not expressly included

ATTENDED INFRASTRUCTURE ACCESS

MCCi's Attended Infrastructure Access is a service for Clients that are unable to grant the MCCi team unattended access to the project infrastructure being utilized. This package is necessary in the case that attended access is required due to, but not limited to, the following:

- Navigating Client availability and rescheduling, MCCi staff schedules, and time zone conflicts
- Limitation of remote access functions
- In session issues that arise
- Limited screen space
- Client questions and interaction during attended sessions

CLIENT DELIVERABLES:

- Provide enough attended access availability to accommodate the MCCI project team scheduling requests
- Adhere to agreed-upon scheduling for attended sessions
- Be available during entire attended session in case of issues with host machine, etc.

EXCLUSIONS

- Recording attended sessions
- Training

ASSUMPTIONS

- MCCi will have hardware input control
- Failure to abide by scheduling needs can result in a negative impact to the project timeline
- Client will have all needed credentials ready and available during attended sessions

MCCi'S SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

	Managed Support Services		Process Administration Support Services	
Description	**MSS**	**MSS 2**	**PASS**	**PASS 2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)[+]	■	■	■	■
Remote access support through web conferencing service [+]	■	■	■	■
Access to product update version and hotfixes (Client Download)[+]	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums[+]	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of *basic* business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured *complex* business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms[*]				■

[+] Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed

with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS *(RELATIVE TO THE TABLE ABOVE)*

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
  - *EXAMPLES*: Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
  - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

ABBYY

	Managed Support Services		Process Administration Support Services	
	MSS	**MSS 2**	**PASS**	**PASS 2**
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.)⁺	■	■	■	■
Remote access support through webconferencing service⁺	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Create/update users or groups, import profiles, or update batches	■	■	■	■
Editing ABBYY export script, import from Laserfiche, fields/variables within an existing project, or training		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

***** Excludes the development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized for the configuration of a new *complex* business process. In those instances, a separate SOW is required.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.

- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
  Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
  MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
  While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
  MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.
- **LASERFICHE CERTIFICATIONS**
  Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
  Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
  MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)

MCCi's **MSS 2** package provides all the MSS benefits plus is for clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**
  MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.
- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**
  Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.
- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**
  Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.
- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OFMIDDLEWARE/CONFIGURABLE INTEGRATIONS**
  Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.
- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**
  Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**
  While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.
- **SCHEDULED RECURRING CONSULTATION CALLS**
  Upon Client's request, Client's **PASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)

PASS 2 includes the benefits of **PASS** and provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge. **PASS 2** pricing for the advanced block of hours is based on a flat fee and MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** 2 can be used for the following:

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**
- **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**
  Turnover within Client's organization can happen, and it's important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and are able to assist with the knowledge transfer to the new solution administrator if needed.
- **MAINTENANCE OF MCCI/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**
  The assigned representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.
- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**
  Avoid MCCi's after-hours premium charge for server migrations and upgrades. PASS 2 clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.
- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**
  Excludes complex scripting.
- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**
  MCCi will help customize Client's Weblink/Public Portal to meet Client's needs.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MANAGED CLOUD OVERVIEW

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. Infrastructure as a Service (IaaS) reduces operational overhead and automates common activities (i.e., change requests, monitoring, patch management, security, and backup services). This service provides a full-lifecycle service to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

For existing clients who have a self-hosted solution that they wish to migrate to MCCi's Managed Cloud, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and not included in our standard packages.

FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide infrastructure support services for your environment, including:

- Network, security, system, computing resource, and database management
- Application deployment, scaling, and lifecycle management
- Patch management:
  - Monitoring and categorization of new patches and vulnerabilities
  - Client notification of patch related maintenance windows
  - Patch testing and roll-out
  - Auditing and reporting of device compliance
- Backup and restore services
- Operating system and SQL licensing needed for your infrastructure

AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is FedRAMP Authorized at Level High and handles data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with a high security and compliance level, Azure Government uses physically isolated datacenters and networks (located in the U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES encryption. Azure Disk Encryption available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

BACKUPS

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure Backup-based recovery-services offering provides two types of replications to keep your storage/data highly available:

Schedule:

A daily snapshot of all VM OS and attached storage disks

Retention:

MCCi's default retention period for Managed Cloud is ten days. Extended retention-period offerings available (45 days of daily backups, plus one monthly backup for 12 months) and priced separately.

Location:

MCCi's default offering is locally redundant storage (LRS) that replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.

Enhanced Offerings Available Upon Request:

Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the source data's primary location). GRS costs more than LRS, but GRS provides a higher durability level for your data, even if there's a regional outage.

FIREWALLS

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the "allow what you want to allow and deny all else" premise and protecting your network with security policies based on the application identity, irrespective of port, protocol, an evasive tactic, or encryption certificate to be used with SSL or TLS
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets and spyware, and unknown threats, such as advanced persistent threats
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment

IDENTITY MANAGEMENT INTEGRATION

Identity management is the organizational process for identifying, authenticating, and authorizing individuals or groups of people to access applications, systems, or networks by associating user rights and restrictions with established identities. Laserfiche supports several options for federating Identity Management to multiple providers. Depending on whether the system is a new deployment, or an existing deployment migrated to the Managed Cloud, there may be limitations in supported migration options or additional network communications required of the Client's network to support the desired configuration.

ABBYY OVERVIEW

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions, and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

ABBYY FLEXICAPTURE FOR INVOICES

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases analysis and forecasting accuracy. ABBYY's award-winning, AI-driven recognition neural networks, and machine learning technologies provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.



Efficiency gains

Realize more than a 400% increase in number of invoices an employee can process manually, and 30% less time responding in inquiries.



Reduced costs

Reduce the costs by 5-10 times compared to manual processing.



Faster cycle time

Decrease invoice cycle time (receipt to payment) to 5 days or shorter, nurture supplier relationships, and take advantage of early payment discounts.

ABBYY FLEXICAPTURE

ABBYY FlexiCapture is an Intelligent Document Processing platform built for the needs of today's complex digital enterprise. ABBYY FlexiCapture intelligently captures, classifies, and transfers critical data from unstructured and structured documents to the right process, workflow, and advanced recognition capabilities by bringing together the best NLP (natural language processing), machine learning, and advanced recognition capabilities or decision engine. ABBYY FlexiCapture automatically processes all types of documents from files and scanners in a single flow, including office documents and image formats, email attachments, and message bodies. Orchestrating the process from acquisition to delivery, FlexiCapture feeds content-driven business applications such as RPA and BPM (business process management), helping organizations focus on customer service, cost reduction, compliance, and competitive advantage.



Faster, straight-through processing

Content from documents entering through any channel, in any format, is automatically extracted, understood, and delivered, removing manual processing friction.



Smooth transactions, smart decisions, rapid action

Leverage customer-provided data to accelerate transactions, make smarter decisions, and provide quick, accurate responses to your customers.



Control, predictability, and compliance

Gain full chain of custody reporting and management for fine-tuning of results, while ensuring end-to-end compliance with your process and security models.

ABBYY DEFINITIONS

FLEXICAPTURE FOR INVOICES

FlexiCapture for Invoices includes:

SUPERIOR QUALITY
The system is already trained with numerous variants of invoices, using neural networks technology, saving Client time and money. When Client begins processing the invoices, there is no need for Client to start with the fine-tuning and training on the samples.

STRAIGHT-THROUGH PROCESSING
Automated document processing from invoice arrival to posting without human intervention enables accounting staff to focus on exceptional invoices only.

BUSINESS-READY
ABBYY FlexiCapture for Invoices offers a quick and easy start to automated invoice processing without a long and cost-intensive deployment cycle. The solution is pre-configured to identify all necessary data fields on invoices and offers essential validation rules.

MULTI-CHANNEL INPUT
ABBYY's invoice solution supports multiple input channels like web-based invoice scanning, email, MFP, FTP, mobile capture, or fax. Capture at the point of entry instead of hand-to-hand paper transfer, enabling instant delivery of invoices into electronic workflows, adding transparency to Client's AP process.

PURCHASE ORDER MATCHING
Automated purchase order matching on header level and validation against ERP master databases decreases time required for manual verification, facilities data reconciliation, streamlines the invoice processing cycle, and enables straight-through processing for matched documents. The automated matching results can be reviewed and validated by the accountant.

INTUITIVE DATA VERIFICATION
Time spent on invoice reviews and corrections can be reduced to a minimum thanks to an intuitive validation interface, which guides the accountant through the fields that require attention. Smart value suggestions and other useful features facilitate effective data verification.

ARCHIVE-READY
Invoice images are converted to compressed searchable PDF files ready for electronic archiving, which facilitates audits, timely response to internal or external inquiries, and supports compliance with financial document retention regulation.

TIGHT INTEGRATION
Supplied with proven connectors to various ERPs, approval workflows, BPM systems and Laserfiche, the solution can be seamlessly integrated in an existing financial environment.

MACHINE LEARNING BY USER SIDE
While Client uses the solution, it starts learning by feedback on Client's documents and additionally increases extraction quality. The more Client uses the solution, the better quality of results Client gets. Controllable on-the-fly training technology enables immediate data detection refinement directly by an accountant while reviewing the invoice. As opposed to "black-box"-life self-learning systems, ABBYY FlexiCapture for Invoices gives IT staff full control over the training results.

IMAGE ENHANCEMENTS
Enhanced Image pre-processing enables automatic clean-up and enhancement of images arriving from desktop or mobile scanning.

All images go through image enhancement and pre-processing, a process in which scanned images are altered to make them more suitable for analysis and recognition. This process includes operations such as removing noise (e.g., de-speckling), de-skewing (rotate), correct distortions and binarization.

ADVANCED CLASSIFICATION

FlexiCapture offers image, text, or rule-based classification methods that can be combined into a hierarchical system to deliver the greatest straight-through processing performance and reduced manual review. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern; and text classification which relies on statistical and semantic text analysis. Use any of these technologies separately or simultaneously to deliver faster response times and prompt decision making. Advanced classification can be used for the whole document flow in order to process not only invoices but the other types of documents within the same processing.

LINE ITEMS SUPPORT*

ABBYY supports table Line Items extraction such as: Article Number, Description, Unit Price, Quantity, TotalPriceNetto, VatCode, Vat Value, Vat Percentage, Total Price Brutto. A table extraction of line items can be performed with or without purchase order data.

*This functionality may vary based on Client's scope of services and may not include all the items above.

SCALABILITY AND ENHANCED PERFORMANCE

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up. The multi-tenant architecture allows several different groups of users to work within the system while having no access to each other's data and configuration parameters.

DOCUMENT SETS

Many business processes use documents that are all related to one another because they serve some common purpose. In ABBYY FlexiCapture, documents of this sort can be grouped together into document sets.

Multiple linked documents can be processed as one (1) complete case file, with various assembly, processing and validation checks, to improve efficiency in more complex case management scenarios (e.g., customer on-boarding scenarios, mortgage applications, insurance reports, and claims management). These scenarios imply not only document recognition, but also the need to check if all required documents have been provided (completeness check) and that all of them belong to the same case (continuity check), e.g., verify that the person's name is the same in all submitted documents. With the Document sets feature Client can create a table with the similar fields from different invoices to streamline the document processing of the group of similar documents and enable automated expense management for a well-rounded travel policy.

MOBILE CLIENT

Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly.

SINGLE SIGN-ON

Single sign-on (SSO) enables users to securely authenticate with multiple applications and websites by logging in only once. The most popular identity providers, such as Active Directory, Azure Active Directory, OKTA, and OneLogin, are supported out-of-the-box.

COMMAND LINE INTERFACE (CLI)
With Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of machine learning for all projects, backup or restore existing projects.

EXPORT FILE FORMATS
Data export formats: XLS, DBF, CSV, TXT, XML
Image export formats: TIFF, JPEG, PDF, PDF/A (Standard allows Client to select the version of the format standard. By default, the version of the standard is detected automatically. For PDF/A the following standard versions are currently available: 1a, 1b, 2a, 2b, 2u, 3a, 3b, 3u), BMP, JPEG2000, PCX packbits, PNG.

FLEXICAPTURE

FlexiCapture includes:

AUTO-LEARNING
The new auto-learning capabilities help accelerate time to production and significantly reduce ongoing system support and maintenance costs. The technology helps users to train the system to process flexible or irregular document layouts while the administrator retains full control to edit, fine-tune, or discard auto-learning results. The system continuously learns and improves based on feedback from users leveraging ABBYY advanced machine learning and Natural Language Processing.

ADVANCED DOCUMENT CLASSIFICATION
Inbound communication can be classified by form and content to optimize Client's organization's information-driven processes. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern, and text classification which relies on statistical and semantic text analysis.

SCALABILITY AND ENHANCED PERFORMANCE
FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY
Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up.

SINGLE SOLUTION FOR ALL DOCUMENT TYPES
By using sophisticated document analysis, FlexiCapture is able to detect the exact type of paper or digital documents (spreadsheets, images, logos, etc.) and different areas within a document, even when text appears unreadable. Word, Excel, PDF, email bodies, scanned images, and other digital documents can be processed in the same flow.

IMAGE ENHANCEMENTS
ABBYY Image Enhancement automatically improves images captured by mobile devices to optimize processing. It is also indispensable for processing documents with complex backgrounds like transcripts, identification documents, and transportation forms, while automatically optimizing the image for processing or providing immediate feedback

if the image quality is poor. Features such as auto crop, background whitening, image quality assessment and capability to create custom enhancement profiles for different image sources, help process all documents regardless of their quality or source.

MULTI-LEVEL DATA PROTECTION
Various confidential data within documents can be hidden using different methods during exchange and verification by operators with different access rights. HTTPS provides bidirectional encryption between a user and a server to protect against data interception and tampering attacks.

ADVANCED MONITORING AND ANALYTICS TOOLS
Tools help Client analyzes document processing flow, ensure continuity of business process, and optimize and prioritize resources to tune performance and eliminate bottlenecks.

EASY ADMINISTRATION
With new Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of Machine learning for all projects, or backup or restore existing projects.

SMOOTH INTEGRATION
Default connectors for Blue Prism, Laserfiche and other systems are available.

MULTI-CHANNEL DATA ENTRY
Multi-channel data entry enables Client to process both paper and digital documents coming from multiple sources in a single flow, including MFPs, network scanners, emails, FTP, web post or hot folders and mobile devices.

MOBILE CAPTURE
Increase data availability and processing speed using mobile devices and other document sources for data entry. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly. Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY.

ONESPAN OVERVIEW

The world has gone digital, and it's not simply a question of doing business better, faster, and cheaper. Most businesses and government organizations move toward end-to-end digital business processes to improve customer experience by shifting away from paper and adopting electronic signatures. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

DOCUMENT SECURITY

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

COMPREHENSIVE AUDIT TRAILS

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).



JUSTFOIA OVERVIEW

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

JUSTFOIA DEFINITIONS

JUSTFOIA

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the "Solution"), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training, and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer's organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer's entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports

- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On ("SSO") integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer's IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

ADOBE ACROBAT PRO PLUG-IN

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer's JustFOIA system. It's as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

ANY & ALL DOCUMENT MANAGEMENT

For customers who receive requests for "Any and All" communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA's Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

CUSTOM WORKFLOWS

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Donny Barstow
Address	3717 Apalachee Parkway, Suite 201
City/State/Zip	Tallahassee FL 32311
Authorized Signature	E-SIGNED by Donny Barstow on 2022-10-24 17:59:15 GMT
Date	**October 24, 2022**

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	**MCCi, LLC**
Address	**3717 Apalachee Parkway, Suite 201**
City/State/Zip	**Tallahssee, Florida 32311**
Telephone Number	**(850) 701-0725**
Fax Number	**(850) 564-7496**
Email Address	**dwb@mccinnovations.com**
Printed Name	**Donald Barstow**
Title	**President and CEO**
Authorized Signature	E-SIGNED by Donny Barstow on 2022-09-22 17:50:20 GMT

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

DocuSign Envelope ID: 996F2336-B0B1-4647-A170-97BE7D125771

ABBYY

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Milpitas, CA 95035, USA
Phone: +1 408 457 9777
Fax: +1 408 457 9778
sales@abbyyusa.com
www.abbyy.com

01.11.2022

To whom it may concern,

Please note that MCCI, is a certified Abbyy Elite Partner in good standing. MCCI is fully certified and authorized to sell and support the ABBYY product line.

Sincerely,

DocuSigned by:
Butch Reh, President ABBYY USA Software House, Inc
C9AD4DF5557B455...

November 1, 2022

Re: Confirmation of OneSpan Authorized Reseller Status

November 14, 2022 **Chicago, Illinois**

To whom It May Concern,

We confirm that **MCCi, LLC**, located at 3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 is an authorized OneSpan reseller in the territory of North America under a Non-Exclusive Reseller Agreement, executed between Raya and OneSpan on June 5th, 2020 ("Reseller Agreement").

OneSpan agrees that **MCCi, LLC** presents the OneSpan commercial offer, enters into business negotiations, and to signs a contract for its own account in response to any Requests for Proposals or Information (RFPs or RFIs) within the cited territory, for the OneSpan hardware and software products as well as Professional Services, that OneSpan develops and supplies. The above activities of **MCCi, LLC** are subject to the terms and conditions of the Reseller Agreement.

This confirmation is issued upon request of Raya in order to confirm **MCCi, LLC** status as reseller only. It may not be used for any other purpose, such as claims or legal proceedings against OneSpan and no third-party rights can be derived from it by any other person or entity.

Sincerely,

Clara Lee
Channel Manager North America
Clara.lee@onespan.com

OneSpan Middle East FZE
Dubai Silicon Oasis HQ Building, B Wing,
Office B609 P.O.Box: 341093, Dubai
United Arab Emirates

MASTER SERVICES AGREEMENT NO. 52328

This Master Services Agreement No. 52328 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event"),** unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company	If to Client:
MCCi, LLC	Lexington-Fayette Urban County Government
3717 Apalachee Parkway	200 E Main St.
Suite 201	Lexington, KY 40507
Tallahassee, FL 32311	Attn: TBD
Attn: Legal Department	Email: TBD
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute.

(p) Interpretation.
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC	**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	200 E MAIN ST. LEXINGTON, KY 40507

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 52328

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 52328 ("**Agreement**"):

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc	**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Client")**
Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PRICING

justfoia
an MCCi brand

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Liz Rodgers
lrodgers@lexingtonky.gov
cc AP Contact: lrodgers@lexingtonky.gov

Product Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Total*
JustFOIA ANNUAL RECURRING SERVICES				
☑ **JustFOIA Pro Plus**	1	$9,835.00	$8,851.50	$8,851.50
☑ **Single Sign-On (SSO)**	1	Included	Included	Included
☑ **Any & All Document Management**	1	Included	Included	Included
☑ **Unlimited Admins, Power Users & General Users**	1	Included	Included	Included
☑ **Unlimited Storage**	1	Included	Included	Included
Site Name: *Lexington Fayette Urban County Government*		Included	Included	Included
URL: *lexingtonky.justfoia.com*		Included	Included	Included
☑ **JustFOIA Process Administration Support Services** *Up to 20 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.*	1	$3,780.00	$3,402.00	$3,402.00
SUBTOTAL - RECURRING ANNUAL SERVICES				***$12,253.50***

Service Description:	*Qty.*	*Unit Cost*	*OMNIA - NCPA 01-162*	*Total*
JustFOIA SERVICE PACKAGES				
☑ **Pro Implementation**	1	Included	Included	Included
☑ **Configuration of 2 Request Forms** *1. General Records Requests* *2. Police Department Records Requests*	1	Included	Included	Included
☑ **Single Sign-On Configuration**	1	Included	Included	Included
☑ **Any & All Document Management Configuration**	1	Included	Included	Included
☑ **Dynamic Fields Configuration (up to 10/package)**	1	$370.00	$333.00	$333.00
SUBTOTAL - ONE-TIME SERVICES				***$333.00***

☑ ***JustFOIA Subscription Proration for 14+ Months***	$3,054.98
YEAR 1 ORDER COST (4/1/2025 - 6/30/2026)	***$15,641.48***

YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	*$12,866.18*
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	*$13,509.48*

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event"),** unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	**Technical**	**JMSS**	**JPASS**
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Single Sign-on Guide
- Follow the Single Sign-on Guide and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by client is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.
THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees, to the extent permitted by law, and without waiving any defense available to it as to third parties, including that of Sovereign Immunity, to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH MCCI, LLC, FOR THE PROCUREMENT OF JUSTFOIA PRO PLUS OPEN RECORDS MANAGEMENT SOFTWARE AND RELATED SERVICES, AT A COST NOT TO EXCEED $15,641.48, SUBJECT TO 5% ANNUAL INCREASES.

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 Agreement with MCCi, LLC, attached hereto and incorporated herein by reference, for the procurement of JustFOIA Pro Plus open records management software and related services, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the Agreement, subject to the appropriation of sufficient funds.

Section 2 – That an amount, not to exceed the sum of $15,641.48, be and hereby is approved for payment to MCCi, LLC, pursuant to the terms of the Agreement, subject to 5% annual increases as well as appropriation of sufficient funds.

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
0387-25:WDR:4931-1061-7917, v. 2

RESOLUTION NO. 212 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH MCCI, LLC, FOR THE PROCUREMENT OF JUSTFOIA PRO PLUS OPEN RECORDS MANAGEMENT SOFTWARE AND RELATED SERVICES, AT A COST NOT TO EXCEED $15,641.48, SUBJECT TO 5% ANNUAL INCREASES.

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 Agreement with MCCi, LLC, attached hereto and incorporated herein by reference, for the procurement of JustFOIA Pro Plus open records management software and related services, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the Agreement, subject to the appropriation of sufficient funds.

Section 2 – That an amount, not to exceed the sum of $15,641.48, be and hereby is approved for payment to MCCi, LLC, pursuant to the terms of the Agreement, subject to 5% annual increases as well as appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0387-25:WDR:4931-1061-7917, v. 2

MASTER SERVICES AGREEMENT NO. 52328

This Master Services Agreement No. 52328 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and Client (defined herein). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the appliable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"**Confidential Information**" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the "**Recipient**") prior to the time of disclosure by the other Party (the "**Disclosing Party**"); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) ("**Works**"), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder ("**Pre-existing Work**"), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to "**Personal Information**" (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) General Representation and Warranty.

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) Services Warranty.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) General Warranty.

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) Indemnification.

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") for bodily injury or tangible property damage arising out of Company's performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party's option, and Company's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Indemnification Procedure.

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client's rights, including, without limitation, those in its intellectual property); and (iii) at Company's cost, all reasonable assistance.

(c) Limitation of Liability.

Except for a breach of intellectual property rights, a third party's end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS; (ii) EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to Company
MCCi, LLC
3717 Apalachee Parkway
Suite 201
Tallahassee, FL 32311
Attn: Legal Department
Email: legal@mccinnovations.com

If to Client:
Lexington-Fayette Urban County Government
200 E Main St.
Lexington, KY 40507
Attn: Liz Rodgers
Email: lrodgers@lexingtonky.gov

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.
Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.
Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.
Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) **Company Software Configuration Services.**
Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) **Compliance with Laws.**
To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) **Equal Opportunity.**
To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) **Excluded Parties List.**
To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) **Boycotts.**
Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) **E-Verify**
Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) **Force Majeure.**
If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) **Audit Rights.**
With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) **Assignment.**
Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) **Modification.**
This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) **Provisions Severable.**
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) **Dispute Resolution.**
Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) **Interpretation.**
The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.
Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.
This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.
This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.
This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(u) Survival.
Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.
The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.
NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(x) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: 

Name: Victor D'Aurio

Title: Chief Operations Officer

Date: 6.2.25

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Client")

Signed: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 6/11/2025

200 E MAIN ST.
LEXINGTON, KY 40507

PRICING

justfoia
an MCCi brand

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Liz Rodgers
lrodgers@lexingtonky.gov
cc AP Contact: lrodgers@lexingtonky.gov

Client Name: Lexington-Fayette Urban County Government
Client Address: 200 E Main St., Lexington, KY 40507
Quote Number: 35711
Quote Type: New JustFOIA System

Quote Date: 6/2/2025

Subscription Period Start Date: 5/14/2025
Subscription Period End Date: 6/30/2026

	Product Description:	***Qty.***	***Unit Cost***	***OMNIA - NCPA 01-162***	***Total***
	JustFOIA ANNUAL RECURRING SERVICES				
☑	**JustFOIA Pro Plus**	1	$9,835.00	$8,851.50	$8,851.50
☑	**Single Sign-On (SSO)**	1	Included	Included	Included
☑	**Any & All Document Management**	1	Included	Included	Included
☑	**Unlimited Admins, Power Users & General Users**	1	Included	Included	Included
☑	**Unlimited Storage**	1	Included	Included	Included
	Site Name: *Lexington Fayette Urban County Government*		Included	Included	Included
	URL: *lexingtonky.justfoia.com*		Included	Included	Included
☑	**JustFOIA Process Administration Support Services**	1	$3,780.00	$3,402.00	$3,402.00
	Up to 20 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.				
	SUBTOTAL - RECURRING ANNUAL SERVICES				***$12,253.50***

	Service Description:	***Qty.***	***Unit Cost***	***OMNIA - NCPA 01-162***	***Total***
	JustFOIA SERVICE PACKAGES				
☑	**Pro Implementation**	1	Included	Included	Included
☑	**Configuration of 2 Request Forms**	1	Included	Included	Included
	1. General Records Requests *2. Police Department Records Requests*				
☑	**Single Sign-On Configuration**	1	Included	Included	Included
☑	**Any & All Document Management Configuration**	1	Included	Included	Included
☑	**Dynamic Fields Configuration (up to 10/package)**	1	$370.00	$333.00	$333.00
	SUBTOTAL - ONE-TIME SERVICES				***$333.00***

☑ ***JustFOIA Subscription Proration for 14+ Months*** $3,054.98

YEAR 1 ORDER COST (4/1/2025 - 6/30/2026)	***$15,641.48***
YEAR 2 RECURRING ANNUAL SUBSCRIPTION COST	***$12,866.18***
YEAR 3 RECURRING ANNUAL SUBSCRIPTION COST	***$13,509.48***

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

(a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or

(b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or

(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or

(d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or

(e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	▪ **Initial Sale:** Upon receipt of Order. ▪ **Annual Renewal:** 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	**Technical**	**JMSS**	**JPASS**
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
  - Create General User and Viewer accounts and respective departments
  - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review Single Sign-on Guide
- Follow the Single Sign-on Guide and best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
  - Deliver any relevant documentation for connection type to the client
  - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
  - Information gathered by client is provided to JustFOIA
  - Enterprise Connection is created and established in the JustFOIA system
    - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.
THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties
JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties
Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS
Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING
All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees, to the extent permitted by law, and without waiving any defense available to it as to third parties, including that of Sovereign Immunity, to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 52328

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 52328 ("**Agreement**"):

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

Signed: _____

Name: Victor D'Aurio

Title: Chief Operations Officer

Date: 6.2.25

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("Client")

Signed: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 6/11/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0394-25

File ID:	0394-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	171-2025	**In Control:**	Urban County Council
				File Created:	04/16/2025
File Name:	2025 July 4th RJ Corman Fireworks Agreement			**Final Action:**	05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Co. for the setup and execution of Lexington's 4th of July Fireworks display at the Railroad's Lexington yard on July 4, 2025, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Notes: SAF in the CCO. Returned in person 6/26/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	RJCC Agreement Memo 2025 - Signed, RJCC Premises Use Agmt - Fireworks Display 4-02-2025, RES 0394-25 RJ Corman Fireworks 4937-9893-5865 v.1.docx, R-193-2025, Contract #171-2025	**Enactment Number:**	R-193-2025
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0394-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with R.J. Corman Co. for the setup and execution of Lexington's 4th of July Fireworks display at the Railroad's Lexington yard on July 4, 2025, at no cost to the Urban County Government. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve an Agreement between the Lexington-Fayette Urban County Government and R.J. Corman RailRd. Company for the set up and execution of Lexington's 4th of July Fireworks display at RailRd.'s Lexington Yard on July 4, 2025, or the postponement date of July 5, 2025. No Budgetary impact. (L0394-25)(Conrad/Ford)

Budgetary Implications: No

Advance Document Review:

Law: Yes (Gabriel Thatcher, April 16, 2025)

Risk Management: No

Fully Budgeted [select]: Yes/No/Partial

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Division of Parks and Recreation

RE: **Agreement with R.J. Corman Railroad Company**

DATE: **April 16, 2025**

Request:

This is a request for Council approval of an Agreement between the Lexington-Fayette Urban County Government and R.J. Corman Railroad Company for the set up and execution of Lexington's 4th of July fireworks display at Railroad's Lexington Yard on July 4, 2025.

Why are you requesting?

Department needs this action completed because:

This agreement will allow the use of the Railroad's Lexington Yard as a firing site for the 4th of July fireworks.

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

No Cost

Are the funds budgeted?

NA

File Number: 0394-25

Director/Commissioner: Conrad/Ford

PREMISES USE AGREEMENT

THIS AGREEMENT is effective as of April 1, 2025, by and between THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), ROZZI FIREWORKS ("Vendor") and R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC ("Railroad").

WHEREAS, LFUCG and Vendor wish to set up and execute a fireworks display ("Display") relating to the city of Lexington, Kentucky's Fourth of July celebration at Railroad's Lexington Yard in Lexington, Kentucky (the "Yard"); and

WHEREAS, both LFUCG and Vendor employees will need to enter Railroad's property to perform a variety of activities during the course of two days, from July 4, 2025, through July 5, 2025, upon the showing of sufficient identification as determined by LFUCG's security staff; and

WHEREAS, Railroad is amenable to allowing such Display to occur on its property, but only in accordance with and on the following terms and conditions;

NOW, THEREFORE, in consideration of the covenants and conditions hereafter set forth, it is agreed by the parties hereto:

1. **General Provisions**: Railroad hereby permits the Display in accordance with the following, general provisions:

a. Neither the operations of Railroad nor those of Railroad's lessees will be disrupted on any of the above dates when the Yard is open for business and in operation.

b. Railroad's access to emergency equipment in the Yard will not be denied in the event of any rail-related emergency.

c. Railroad Agrees to cease any operations during the time of the Display, provided, however, that the Display must occur on July 4, 2025.

d. LFUCG agrees to provide sufficient police, fire, and other protection to cover the perimeter of the Display area, the sufficiency of which Vendor and Railroad shall approve separately.

e. Railroad Agrees to allow Vendor to park one 24-foot truck on its property for a period beginning at 8am on July 4th and removed by noon July 5th at a place the Railroad it will designate during the term of this Agreement, and, provided LFUCG will provide any security with respect to the truck.

2. **Access to Premises**. Vendor and LFUCG shall provide all equipment and personnel necessary to carry out the set-up, firing and tearing down of the Display. Set-up and any other related use of Railroad Premises shall not commence until Vendor provides Railroad the following:

a. Certificate of insurance for Commercial General Liability as required and specified in Section 8 of this Agreement, such certificate to be provided to Railroad at least ten (10) days prior to the first date access to the Yard is required.

b. An original of this Agreement duly signed by authorized representatives of LFUCG and Vendor.

3. **Schedule.** After Railroad receives the foregoing, LFUCG and Vendor may enter on the Railroad's property as follows:

July 4, 2025
8:00AM to 11:59PM – Entry of the truck mentioned in Paragraph 1 above, set up all equipment, load all fireworks, prepare for, and execute the Display.

July 5, 2025
12:00AM to 2:00AM – finish all clean-up of site
7:00AM to 8:00AM arrive back on site to complete a "First Light Inspection" of the firing site
Noon: Removal of the truck referred to in paragraph 1 above will be by noon.

The Display shall take place exclusively pursuant to the above schedule unless rescheduled pursuant to Paragraph 6, below.

4. **Conduct. Security, and Emergencies on Premises:** Vendor agrees not to make any changes to Railroad's premises without Railroad's permission and that following the Display, it will restore Railroad's premises to the condition in which it was found. Additionally, Vendor agrees that, following the display, it will sweep all roads on Railroad's premises and clear them of any debris. No representatives, employees or agents of Vendor may enter upon Railroad's premises until they have received safety and other instructions from Railroad personnel. Railroad agrees that a Railroad supervisor will be available during normal Yard operating hours. Vendor personnel must display an ID badge approved by the Railroad and LFUCG, and LFUCG will have its personnel either in uniform, wearing a visible tee shirt or display a badge as approved by the Railroad. With respect to Security on the premise, LFUCG will meet with the Railroad in advance to identify the area to be secured from public access. Such security will be provided at the expense of LFUCG using LFUCG police and fire personnel. LFUCG agrees to have an ambulance and at least one fire truck stationed at an appropriate location in the event of an emergency situation. In the event of an emergency, the LFUCG shall have full responsibility and authority to immediately handle the emergency an proceed as it determines necessary although Railroad police may subsequently provide direction to the extent the emergency will impact any train operations or cars in the rail yard. In designating the area to be secured, the LFUCG shall designate and maintain an appropriate exit for egress and ingress of emergency vehicles and personnel.

5. **Safety:** The Display and Vendor's use of Railroad's premises shall at all times be subject to Railroad Safety standards, operating rules and regulations of which Vendor is timely advised, and in full compliance with all federal, state or local regulatory requirements relative thereto. No Display by Vendor pursuant to this Agreement shall be undertaken unless under Railroad's supervision. Vendor personnel shall promptly obey and carry out any instructions issued by Railroad while on Railroad property.

6. **Postponement:** The Parties agree that in the event Vendor must postpone the scheduled Display on the date listed in paragraph 1, above, due to inclement weather, equipment failure, strikes, or any other event beyond the control of the parties, that the Vendor may reschedule the Display for July 5th with breakdown to take place on July 6th.

7. **Risk and Indemnity:** To the extent allowable under Kentucky law, LFUCG and Vendor shall each and jointly do hereby assume responsibility for and agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the Railroad, its successors and assigns, from and against all loss, costs, and expenses, including attorneys' fees, claims, suits, and judgments whatsoever arising out of or in connection with injury to or death of any person or persons whomsoever, including employees and agents of the parties hereto, or loss of or damages to any property whatsoever, including property of the parties, or loss of service or use of the Yard or loss of revenue or profit caused by or in any way connected with the Display and/or LFUCG or Vendor's presence on or use of the Railroad's premises or equipment. At its election, the Railroad may give notice to LFUCG and Vendor to defend the Railroad against any such claims or suits, and upon the giving of such notice, LFUCG and Vendor shall, at their expense, so defend the Railroad,

with counsel reasonably satisfactory to the Railroad. LFUCG and Vendor understand and agree that their use of and presence on the Railroad's property is at their own risk; that the Railroad makes no representation or warranty as to the safety, condition or suitability of its property for any purpose whatsoever; that they accept the usage of the property "AS IS" and that they, to the exclusion of the Railroad, assume all risks and hazards arising in any manner from their presence on or use of the Railroad's property, or the presence on or use of said property by any and all of their officers, agents, employees, contractors, invitees and any other person who either the LFUCG or the Vendor knew, or in the exercise of ordinary care should have known, might be present on the Railroad's property by reason of this Agreement. In no event shall Vendor's indemnification act as a waiver of any defense, immunity or damage limitations Vendor may otherwise have available as to third parties. Notwithstanding any other provision, the duties and obligations in this paragraph shall survive the termination of this agreement.

8. **Insurance:** Vendor, at its sole cost and expense, shall procure and shall maintain during the continuance of this Agreement, a Commercial General Liability Policy naming the Railroad as an additional named insured with a limit of not less than $10,000,000.00 per occurrence. Vendor shall furnish a Certificate of Insurance evidencing the above coverage and the form of the policy to the Railroad as set forth in Section 2 herein. The carrier and the amount of the coverage shall be subject to the prior approval of the Railroad. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Agreement and such other endorsement or endorsements as, in the opinion of counsel for the Railroad may be necessary or advisable to fully protect and indemnify the Railroad. In addition, such insurance shall contain a notification provision whereby the insurance company shall give thirty (30) days' written notice to the Railroad of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the Certificate of Insurance. It is agreed that the liability assumed by the Vendor in this Agreement shall not be limited to the insurance coverage stipulated herein.

9. The term Railroad as used in this Agreement shall include any other company or companies whose property is leased, licensed or operated by Railroad. Said term shall also include any parent company or companies, subsidiary or subsidiaries, affiliated companies of R. J. Corman Railroad Company/Central Kentucky Lines, LLC and their servants, agents or employees.

10. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or other form of business entity of any kind, and the rights and obligations of the parties hereto shall be limited to those expressly set forth herein and no party shall hold itself out, directly or by implication, as the agent of the other for any matter whatsoever.

11. This Agreement shall be effective as of the date first above written and shall continue in force and effect thereafter until terminated by any of the parties hereto upon five (5) days' written notice to the other or thirty (30) days following the conclusion of the scheduled Display and cleanup.

12. Railroad may terminate this Agreement at any time upon written notice to Vendor and/or LFUCG should either of them fail to comply with any of the terms and conditions of this Agreement, provided, however, that Vendor and/or LFUCG shall have twenty-four (24) hours within which to cure any breach of its obligations hereunder.

13. Any termination of this Agreement shall not in any manner affect any rights, claims, or liabilities which may have accrued hereunder to any party and which, at the time of termination, have not been settled.

14. This Agreement may not be assigned by Vendor or LFUCG without the Railroad's written consent.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

R. J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC

By: _____

Print: Benjamin Gettinger

Title: Director, Corporate Relations

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Print: _____

Title: _____

ROZZI FIREWORKS

By: _____

Print: _____

Title: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH R.J. CORMAN RAILROAD COMPANY FOR THE SETUP AND EXECUTION OF LEXINGTON'S 4TH OF JULY FIREWORKS DISPLAY AT RAILROAD'S LEXINGTON YARD ON JULY 4, 2025, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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 the agreement, which is attached hereto and incorporated herein by reference, with R.J. Corman Railroad Company, for the setup and execution of Lexington's 4th of July fireworks display at railroad's Lexington yard on July 4, 2024.

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
0394-25:GET:4937-9893-5865, v. 1

RESOLUTION NO. 193 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH R.J. CORMAN RAILROAD COMPANY FOR THE SETUP AND EXECUTION OF LEXINGTON'S 4TH OF JULY FIREWORKS DISPLAY AT RAILROAD'S LEXINGTON YARD ON JULY 4, 2025, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

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 the agreement, which is attached hereto and incorporated herein by reference, with R.J. Corman Railroad Company, for the setup and execution of Lexington's 4th of July fireworks display at railroad's Lexington yard on July 4, 2025.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0394-25:GET:4937-9893-5865, v. 1

PREMISES USE AGREEMENT

THIS AGREEMENT is effective as of April 1, 2025, by and between THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG"), ROZZI FIREWORKS ("Vendor") and R.J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC ("Railroad").

WHEREAS, LFUCG and Vendor wish to set up and execute a fireworks display ("Display") relating to the city of Lexington, Kentucky's Fourth of July celebration at Railroad's Lexington Yard in Lexington, Kentucky (the "Yard"); and

WHEREAS, both LFUCG and Vendor employees will need to enter Railroad's property to perform a variety of activities during the course of two days, from July 4, 2025, through July 5, 2025, upon the showing of sufficient identification as determined by LFUCG's security staff; and

WHEREAS, Railroad is amenable to allowing such Display to occur on its property, but only in accordance with and on the following terms and conditions;

NOW, THEREFORE, in consideration of the covenants and conditions hereafter set forth, it is agreed by the parties hereto:

1. **General Provisions**: Railroad hereby permits the Display in accordance with the following, general provisions:

a. Neither the operations of Railroad nor those of Railroad's lessees will be disrupted on any of the above dates when the Yard is open for business and in operation.

b. Railroad's access to emergency equipment in the Yard will not be denied in the event of any rail-related emergency.

c. Railroad Agrees to cease any operations during the time of the Display, provided, however, that the Display must occur on July 4, 2025.

d. LFUCG agrees to provide sufficient police, fire, and other protection to cover the perimeter of the Display area, the sufficiency of which Vendor and Railroad shall approve separately.

e. Railroad Agrees to allow Vendor to park one 24-foot truck on its property for a period beginning at 8am on July 4th and removed by noon July 5th at a place the Railroad it will designate during the term of this Agreement, and, provided LFUCG will provide any security with respect to the truck.

2. **Access to Premises**. Vendor and LFUCG shall provide all equipment and personnel necessary to carry out the set-up, firing and tearing down of the Display. Set-up and any other related use of Railroad Premises shall not commence until Vendor provides Railroad the following:

a. Certificate of insurance for Commercial General Liability as required and specified in Section 8 of this Agreement, such certificate to be provided to Railroad at least ten (10) days prior to the first date access to the Yard is required.

b. An original of this Agreement duly signed by authorized representatives of LFUCG and Vendor.

3. **Schedule.** After Railroad receives the foregoing, LFUCG and Vendor may enter on the Railroad's property as follows:

July 4, 2025
8:00AM to 11:59PM – Entry of the truck mentioned in Paragraph 1 above, set up all equipment, load all fireworks, prepare for, and execute the Display.

July 5, 2025
12:00AM to 2:00AM – finish all clean-up of site
7:00AM to 8:00AM arrive back on site to complete a "First Light Inspection" of the firing site
Noon: Removal of the truck referred to in paragraph 1 above will be by noon.

The Display shall take place exclusively pursuant to the above schedule unless rescheduled pursuant to Paragraph 6, below.

4. **Conduct. Security, and Emergencies on Premises:** Vendor agrees not to make any changes to Railroad's premises without Railroad's permission and that following the Display, it will restore Railroad's premises to the condition in which it was found. Additionally, Vendor agrees that, following the display, it will sweep all roads on Railroad's premises and clear them of any debris. No representatives, employees or agents of Vendor may enter upon Railroad's premises until they have received safety and other instructions from Railroad personnel. Railroad agrees that a Railroad supervisor will be available during normal Yard operating hours. Vendor personnel must display an ID badge approved by the Railroad and LFUCG, and LFUCG will have its personnel either in uniform, wearing a visible tee shirt or display a badge as approved by the Railroad. With respect to Security on the premise, LFUCG will meet with the Railroad in advance to identify the area to be secured from public access. Such security will be provided at the expense of LFUCG using LFUCG police and fire personnel. LFUCG agrees to have an ambulance and at least one fire truck stationed at an appropriate location in the event of an emergency situation. In the event of an emergency, the LFUCG shall have full responsibility and authority to immediately handle the emergency an proceed as it determines necessary although Railroad police may subsequently provide direction to the extent the emergency will impact any train operations or cars in the rail yard. In designating the area to be secured, the LFUCG shall designate and maintain an appropriate exit for egress and ingress of emergency vehicles and personnel.

5. **Safety:** The Display and Vendor's use of Railroad's premises shall at all times be subject to Railroad Safety standards, operating rules and regulations of which Vendor is timely advised, and in full compliance with all federal, state or local regulatory requirements relative thereto. No Display by Vendor pursuant to this Agreement shall be undertaken unless under Railroad's supervision. Vendor personnel shall promptly obey and carry out any instructions issued by Railroad while on Railroad property.

6. **Postponement:** The Parties agree that in the event Vendor must postpone the scheduled Display on the date listed in paragraph 1, above, due to inclement weather, equipment failure, strikes, or any other event beyond the control of the parties, that the Vendor may reschedule the Display for July 5th with breakdown to take place on July 6th.

7. **Risk and Indemnity:** To the extent allowable under Kentucky law, LFUCG and Vendor shall each and jointly do hereby assume responsibility for and agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the Railroad, its successors and assigns, from and against all loss, costs, and expenses, including attorneys' fees, claims, suits, and judgments whatsoever arising out of or in connection with injury to or death of any person or persons whomsoever, including employees and agents of the parties hereto, or loss of or damages to any property whatsoever, including property of the parties, or loss of service or use of the Yard or loss of revenue or profit caused by or in any way connected with the Display and/or LFUCG or Vendor's presence on or use of the Railroad's premises or equipment. At its election, the Railroad may give notice to LFUCG and Vendor to defend the Railroad against any such claims or suits, and upon the giving of such notice, LFUCG and Vendor shall, at their expense, so defend the Railroad,

with counsel reasonably satisfactory to the Railroad. LFUCG and Vendor understand and agree that their use of and presence on the Railroad's property is at their own risk; that the Railroad makes no representation or warranty as to the safety, condition or suitability of its property for any purpose whatsoever; that they accept the usage of the property "AS IS" and that they, to the exclusion of the Railroad, assume all risks and hazards arising in any manner from their presence on or use of the Railroad's property, or the presence on or use of said property by any and all of their officers, agents, employees, contractors, invitees and any other person who either the LFUCG or the Vendor knew, or in the exercise of ordinary care should have known, might be present on the Railroad's property by reason of this Agreement. In no event shall Vendor's indemnification act as a waiver of any defense, immunity or damage limitations Vendor may otherwise have available as to third parties. Notwithstanding any other provision, the duties and obligations in this paragraph shall survive the termination of this agreement.

8. **Insurance:** Vendor, at its sole cost and expense, shall procure and shall maintain during the continuance of this Agreement, a Commercial General Liability Policy naming the Railroad as an additional named insured with a limit of not less than $10,000,000.00 per occurrence. Vendor shall furnish a Certificate of Insurance evidencing the above coverage and the form of the policy to the Railroad as set forth in Section 2 herein. The carrier and the amount of the coverage shall be subject to the prior approval of the Railroad. Such insurance shall contain a contractual liability endorsement which will cover the obligations assumed under this Agreement and such other endorsement or endorsements as, in the opinion of counsel for the Railroad may be necessary or advisable to fully protect and indemnify the Railroad. In addition, such insurance shall contain a notification provision whereby the insurance company shall give thirty (30) days' written notice to the Railroad of any change or cancellation of the policy. All of these endorsements and notice provisions shall be stated on the Certificate of Insurance. It is agreed that the liability assumed by the Vendor in this Agreement shall not be limited to the insurance coverage stipulated herein.

9. The term Railroad as used in this Agreement shall include any other company or companies whose property is leased, licensed or operated by Railroad. Said term shall also include any parent company or companies, subsidiary or subsidiaries, affiliated companies of R. J. Corman Railroad Company/Central Kentucky Lines, LLC and their servants, agents or employees.

10. This Agreement is not intended to constitute, create, give effect to or otherwise recognize a joint venture, partnership, or other form of business entity of any kind, and the rights and obligations of the parties hereto shall be limited to those expressly set forth herein and no party shall hold itself out, directly or by implication, as the agent of the other for any matter whatsoever.

11. This Agreement shall be effective as of the date first above written and shall continue in force and effect thereafter until terminated by any of the parties hereto upon five (5) days' written notice to the other or thirty (30) days following the conclusion of the scheduled Display and cleanup.

12. Railroad may terminate this Agreement at any time upon written notice to Vendor and/or LFUCG should either of them fail to comply with any of the terms and conditions of this Agreement, provided, however, that Vendor and/or LFUCG shall have twenty-four (24) hours within which to cure any breach of its obligations hereunder.

13. Any termination of this Agreement shall not in any manner affect any rights, claims, or liabilities which may have accrued hereunder to any party and which, at the time of termination, have not been settled.

14. This Agreement may not be assigned by Vendor or LFUCG without the Railroad's written consent.

15. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

R. J. CORMAN RAILROAD COMPANY/CENTRAL KENTUCKY LINES, LLC

By: _____

Print: Benjamin Gettinger

Title: Director, Corporate Relations

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton

Print: Linda Gorton

Title: Mayor

ROZZI FIREWORKS

By: _____

Print: Nancy M Rozzi

Title: PRESIDENT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0395-25

File ID: 0395-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 128-2025 **In Control:** Urban County Council

File Created: 04/16/2025

File Name: July 4th Lexington Philharmonic Patriotic Concert Agreement **Final Action:** 05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2025, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Notes: Stamped and filed in the CCO. REturned to Beth in person 5/29/2025. MS

Sponsors: **Enactment Date:** 05/08/2025

Attachments: Philharmonic Agreement Memo 2025 - Signed, LexPhil Patriotic 2025 Contract.V2, RES 0395-25 Lexington Philharmonic 4919-5575-4554 v.1.docx, R-194-2025, Contract #128-2025 **Enactment Number:** R-194-2025

Deed #: **Hearing Date:**

Drafter: Roger Daman **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0395-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2025, at a cost not to exceed $45,000. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve an Agreement between the Lexington-Fayette Urban County Government and Lexington Philharmonic for the set up and execution of Lexington's Patriotic Concert to be held on July 3, 2025, at a cost of $45,000. Funds are Budgeted. (L0395-25)(Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes - Gabriel Thatcher - 4/16/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707604-7412-71299

This Fiscal Year Impact: $45,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $104,490.53

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Division of Parks and Recreation

RE: **Agreement with Lexington Philharmonic for 2025 Patriotic Concert**

DATE: **April 16, 2025**

Request:

This is a request for Council approval of an Agreement between the Lexington-Fayette Urban County Government and Lexington Philharmonic for the set up and execution of Lexington's Patriotic Concert to be held on July 3, 2025.

Why are you requesting?

Department needs this action completed because:

This agreement will allow Parks to contract with the Lexington Philharmonic to present the Patriotic Concert as part of the July 4 festivities.

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

$45,000

The cost for future FY is: $0

Are the funds budgeted? Yes

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

Account number: 1101 707604 7412 71299

File Number: 0395-25

Director/Commissioner: Conrad/Ford

PERFORMANCE AGREEMENT

AGREEMENT made **Friday, April 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "Philharmonic") and the **Lexington Fayette Urban County Government, Parks & Recreation** (hereinafter "Presenter").

Presenter Contact: Amber Luallen, *Cultural Arts Director at LFUCG Parks & Recreation*

For performance with: Lexington Philharmonic
Mélisse Brunet, *Music Director*

IDEAL SCENARIO: (good weather plan)

Dates:	**Time:**	**Location:**
Wednesday, July 2, 2025 (rehearsal)	7:00 - 9:30 PM	Ideally on Outdoor stage on Morrison Lawn, with sound and lights. If outdoors is not possible then we'll rehearse in Haggin Hall (Transylvania University)
Thursday, July 3, 2025 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
Thursday, July 3, 2025 (concert)	7:30 - 9:00 PM	Outdoor stage on Morrison Lawn

RAIN SCHEDULE:
Concert will be canceled if it rains on July 3 during concert time.

Program Length: (1) 90 minute program to consist of ~(75) minutes of music, plus 15 minute intermission. To be mutually agreed upon by the Philharmonic and Presenter.

Compensation:
In return for performance by the Philharmonic of the above services according to the terms and conditions stated herein, Presenter agrees to pay Philharmonic: **$45,000 (Forty-Five Thousand Dollars 00/100)**. 50% of the fee ($22,500) will be paid upon execution of this Agreement, and the remaining 50% ($22,500) within 5 days following the performance.

- Fee includes orchestra, conductor, guest artist(s), stage manager, artistic logistics for rehearsals & performances, chairs, risers for orchestra, equipment transportation, conductor podium, music stands, stand lights, music rental & preparation, and percussion equipment.
- Fee does NOT provide for items such as but not limited to; hospitality requirements for guest artists (meals, hotel accommodations, etc.), grand piano rental and tuning, electrical equipment, sound equipment, video equipment, general lighting, production crew, stage structure, stage roof covering of orchestra, sun shades and rigging for stage, backline needs of guest artist, security, or dressing room needs. Any direct expenses incurred by the Philharmonic for expenses related to the above listed areas, will be invoiced separately to the Presenter.
- Presenter will fulfill the attached Lexington Philharmonic Technical Rider (page 4-6)
- Presenter will provide a **$300 buyout** for musician hospitality (page 6).

– Continues on next page –

LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. Presenter will provide and pay for place of performance and arrange for reasonable access thereto, and will ensure that the facilities are clean, well-lit and in good order.
2. Presenter will provide a secure, indoor or covered space with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage.
3. Presenter will furnish and pay for such local licenses, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will design print and digital programs. Philharmonic will house digital program on their website. Presenter will pay for printing 2000 (half sheet) programs.
5. For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
6. Should a piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano or rental of electric keyboard.
7. Presenter will provide a sturdy and level covered (roofed) stage for all services at least 40' deep and 60' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. Sun shades and appropriate rigging must be provided so that orchestra instruments are not exposed to direct sunlight. The Philharmonic may require a larger stage to accommodate more musicians or guest artists. Final stage requirements are to be determined by the Director of Artistic Operations and Production Manager of the Philharmonic and will be communicated to the Presenter at least 60 days prior to the event.
8. Philharmonic shall be under no liability for failure to appear or perform in the event such failure is due to incapacity of artists, act of regulation of public authorities, labor difficulty, civic tumult, interruption or delay of transportation services, or those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the Philharmonic.
9. In the event that a guest artist is incapable of performing within the terms and conditions of their contract with the Philharmonic, Philharmonic shall be under no liability to perform the portion of the concert for which that guest artist has been contracted.
10. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
11. Performance(s) shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s) or organization(s) or sponsor (s) other than Presenter unless expressly specified in this agreement. Any Presenter merchandising (T-shirts, hats, etc…) using the Philharmonic name must be requested in writing and approved in advance by the Philharmonic Executive Director at which time a separate agreement for merchandising will be issued.
12. No person shall be denied admission to the performance(s) because of age, race, ethnicity, nationality, religion, creed, individual political opinions, disability, sexual orientation, or gender identity/expression.
13. Presenter, to the extent permissible by law, hereby agrees to indemnify, defend, and hold harmless Philharmonic and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of Presenter, its agents, employees,

vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by Presenter. In the event said injury or loss arises from the negligence of Presenter or its employees, vendors, affiliates, subcontractors, or volunteers, Presenter shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages.

14. Presenter shall, (not less than 14 (fourteen) days prior to any performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing insurance coverage in such amounts and with such terms and conditions as are satisfactory to the Philharmonic, provided, that any such waiver, if executed, shall not operate to relieve Presenter of its obligations hereunder. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
15. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.
16. Presenter shall take all steps reasonably necessary to provide for the personal safety of Philharmonic's personnel and the audience, including but not limited to, the following;
    A. Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
    B. Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
    C. Presenter shall provide reliable communication facilities and operators for use in emergency situations.
    D. Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
    E. Presenter shall provide an emergency medical service unit on the premises of any outdoor performance.
    F. Presenter will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the Philharmonic.
17. In the event of rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the parties agree that the concert will be cancelled. The Philharmonic's Director of Artistic Operations and Presenter will be in communication a minimum of 48, 24, and 12 hours before the published start time of the concert to discuss weather status and any necessary changes to ensure the concert is able to be performed or cancelled.
18. If it is determined to delay the start time or suspend and resume the concert at a later time on the same date due to weather or emergency conditions, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.
19. Should rain, emergency conditions, or other situations render it impossible for contracted services to occur, then the Presenter will be responsible to the Philharmonic for 90% of the total fee (90% of $45,000 = $40,500), provided the Presenter cancels at least 4.5 hours prior to scheduled services. If less than 4.5 hours written notice of cancellation is given, the full performance fee is due ($45,000).
20. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.
21. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65°F - 95°F.
22. Presenter will provide free parking to Philharmonic musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.

TECHNICAL RIDER | 2025

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 40' Deep x 60' Wide with (2) stair sets and (1) ramp
- Stage to be fully covered, with sun shade/rain sides available, with appropriate rigging; minimum 12' roof height
- **RISERS (***LexPhil can provide upon request)*
    - Three (3) 4'x8' risers @ 16" height
    - Three (3) 4'x8' risers @ 8" height
- Sufficient chairs & music stands *(LexPhil can provide upon request)*
- **LIGHTING** If performance is after sunset, sufficient stage lighting to view sheet music and light the orchestra in full, warm wash from front and overhead.
- LED fixtures preferred. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS -** LFUCG Parks & Recreation will provide 2 employees to assist Philharmonic with load-in and load-out, including, but not limited to, helping with chairs, stands, stand lights, and risers.

Musical Instruments *LexPhil can provide upon request*

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Timpani

Sound

- **Power** Presenter shall provide a disconnect box with at least 100 amps single phase power no further than 75 feet away from the performance stage. Presenter shall also supply a qualified electrician to connect main service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.
- **Engineers** 2 engineers familiar with orchestral sound reinforcement and all equipment being used during the performance
- **FOH Sound** 3-way Stereo System w/subwoofers capable of even, clear coverage throughout the audience area. (Meyer, LAcoustics or equivalent preferred)
- **Console** - Minimum 40 channels , 4 groups (strings, winds, brass, percussion)
- Adequate stands and cabling for all microphones

Microphones

- **Strings** (2) DPA 4099 (or equivalent) for each stand of musicians (Y cable together is ok)
- **Harp** (1) Beta 91 or KM 184
- **Winds** (2) KM184 (or equivalent) for each section
- **Trumpet, Trombone, Tuba** (2) AT 4050 (or equivalent) for each section
- **French Horn** (1) Shure Beta58 for each horn player
- **Percussion** (5) AKG414 + (1) Beta 52
- **Speaking** (2) Wireless Handheld Units (AT/Shure or comparable)

- **Soloists** (x) adequate microphones and monitoring for guest soloists TBD

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

Group 1 - STRINGS

1.	Vln I - 1	DPA 4099 x2	7.	Vla - 1	DPA 4099 x2
2.	Vln I - 2	DPA 4099 x2	8.	Vla - 2	DPA 4099 x2
3.	Vln I - 3	DPA 4099 x2	9.	Cello - 1	DPA 4099 x2
4.	Vln II - 1	DPA 4099 x2	10.	Cello - 2	DPA 4099 x2
5.	Vln II - 2	DPA 4099 x2	11.	Bass - 1	DPA 4099 x2
6.	Vln II - 3	DPA 4099 x2	12.	Bass - 2	DPA 4099 x2
			13.	Harp	Beta 91

Group 2 - WINDS

14.	Flute - 1	KM 184	17.	Oboe - 2	KM 184
15.	Flute - 2	KM 184	18.	Clarinet - 1	KM 184
16.	Oboe - 1	KM 184	19.	Clarinet - 2	KM 184

Group 3 - BRASS

20.	F Horn - 1	Shure Beta 58	24.	Trumpet - 1	AT 4050
21.	F Horn - 2	Shure Beta 58	25.	Trumpet - 2	AT 4050
22.	F Horn - 3	Shure Beta 58	26.	Trombone -1	AT 4050
23.	F Horn - 4	Shure Beta 58	27.	Trombone - 2	AT 4050
			28.	Tuba	AT 4050

Group 4 - PERCUSSION

29.	Tympani Left	AKG 414	32.	Percussion - 2	AKG 414
30.	Tympani Right	AKG 414	33.	Percussion - 3	AKG 414
31.	Percussion - 1	AKG 414	34.	Bass Drum - Beta 52	

Group 5 - SOLOISTS

35.	HH - 1	Shure Beta 58
36.	HH - 2	Shure Beta 58
37.	Soloist	Shure KSM 9
38.	Soloist	Shure KSM 9
39.	Soloist	Shure KSM 9
40.	Soloist	Shure KSM 9

Hospitality Rider *(please note this is for 50+ musicians)*

- A covered, secure, and well lit space/green room is required for instrument, case, and personal item storage. The space should have adequate tables and chairs with power available for charging personal devices
- Minimum 2 restrooms not further than 100 feet from performance area
- 2 full length mirrors
- Coffee, Tea, and water service
  (water should be available both cold and room temp)
- Light Snacks such as granola bars, fruit, nuts

- Items to be delivered and setup 1 hour before musician call time

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: **FOR: Lexington Fayette Urban County Government**

BY: _____

Linda Gorton Date
Mayor of Lexington

FOR: Lexington Philharmonic

BY: _____

Brooke Raby, Date
Lexington Philharmonic, *Executive Director*

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR THE SETUP AND EXECUTION OF LEXINGTON'S PATRIOTIC CONCERT ON JULY 3, 2025, AT A COST NOT TO EXCEED $45,000.

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 the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2025.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1101-707604-71299.

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
0395-25:GET: 4919-5575-4554, v. 1

RESOLUTION NO. 194 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR THE SETUP AND EXECUTION OF LEXINGTON'S PATRIOTIC CONCERT ON JULY 3, 2025, AT A COST NOT TO EXCEED $45,000.

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 the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for the setup and execution of Lexington's Patriotic Concert on July 3, 2025.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1101-707604-71299.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0395-25:GET: 4919-5575-4554, v. 1

LEXINGTON PHILHARMONIC

PERFORMANCE AGREEMENT

AGREEMENT made **Friday, April 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "Philharmonic") and the **Lexington Fayette Urban County Government, Parks & Recreation** (hereinafter "Presenter").

Presenter Contact: Amber Luallen, *Cultural Arts Director at LFUCG Parks & Recreation*

For performance with: Lexington Philharmonic
Mélisse Brunet, *Music Director*

IDEAL SCENARIO: (good weather plan)

Dates:	**Time:**	**Location:**
Wednesday, July 2, 2025 (rehearsal)	7:00 - 9:30 PM	Ideally on Outdoor stage on Morrison Lawn, with sound and lights. If outdoors is not possible then we'll rehearse in Haggin Hall (Transylvania University)
Thursday, July 3, 2025 (sound check)	7:00 - 7:20 PM	Outdoor stage on Morrison Lawn
Thursday, July 3, 2025 (concert)	7:30 - 9:00 PM	Outdoor stage on Morrison Lawn

RAIN SCHEDULE:
Concert will be canceled if it rains on July 3 during concert time.

Program Length: (1) 90 minute program to consist of ~(75) minutes of music, plus 15 minute intermission. To be mutually agreed upon by the Philharmonic and Presenter.

Compensation:
In return for performance by the Philharmonic of the above services according to the terms and conditions stated herein, Presenter agrees to pay Philharmonic: $45,000 (Forty-Five Thousand Dollars 00/100). 50% of the fee ($22,500) will be paid upon execution of this Agreement, and the remaining 50% ($22,500) within 5 days following the performance.

- Fee includes orchestra, conductor, guest artist(s), stage manager, artistic logistics for rehearsals & performances, chairs, risers for orchestra, equipment transportation, conductor podium, music stands, stand lights, music rental & preparation, and percussion equipment.
- Fee does NOT provide for items such as but not limited to; hospitality requirements for guest artists (meals, hotel accommodations, etc.), grand piano rental and tuning, electrical equipment, sound equipment, video equipment, general lighting, production crew, stage structure, stage roof covering of orchestra, sun shades and rigging for stage, backline needs of guest artist, security, or dressing room needs. Any direct expenses incurred by the Philharmonic for expenses related to the above listed areas, will be invoiced separately to the Presenter.
- Presenter will fulfill the attached Lexington Philharmonic Technical Rider (page 4-6)
- Presenter will provide a **$300 buyout** for musician hospitality (page 6).

– Continues on next page –

LEXINGTON PHILHARMONIC

LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. Presenter will provide and pay for place of performance and arrange for reasonable access thereto, and will ensure that the facilities are clean, well-lit and in good order.
2. Presenter will provide a secure, indoor or covered space with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage.
3. Presenter will furnish and pay for such local licenses, policemen, firemen and other items or personnel as required by Management of the place of performance or by public authorities.
4. Philharmonic will design print and digital programs. Philharmonic will house digital program on their website. Presenter will pay for printing 2000 (half sheet) programs.
5. For performances which require sound amplification and lighting equipment, Presenter shall provide appropriate personnel and equipment. (see technical rider)
6. Should a piano be required, Presenter will reimburse Philharmonic for rental and tuning of a grand piano or rental of electric keyboard.
7. Presenter will provide a sturdy and level covered (roofed) stage for all services at least 40' deep and 60' wide (subject to change pending program/orchestra size). The covering must cover the expanse of the stage. Sun shades and appropriate rigging must be provided so that orchestra instruments are not exposed to direct sunlight. The Philharmonic may require a larger stage to accommodate more musicians or guest artists. Final stage requirements are to be determined by the Director of Artistic Operations and Production Manager of the Philharmonic and will be communicated to the Presenter at least 60 days prior to the event.
8. Philharmonic shall be under no liability for failure to appear or perform in the event such failure is due to incapacity of artists, act of regulation of public authorities, labor difficulty, civic tumult, interruption or delay of transportation services, or those conditions that do not conform to the Philharmonic's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the Philharmonic.
9. In the event that a guest artist is incapable of performing within the terms and conditions of their contract with the Philharmonic, Philharmonic shall be under no liability to perform the portion of the concert for which that guest artist has been contracted.
10. Presenter will prevent the broadcasting, recording or photographing of the performance(s) without written consent from the Philharmonic.
11. Performance(s) shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s) or organization(s) or sponsor (s) other than Presenter unless expressly specified in this agreement. Any Presenter merchandising (T-shirts, hats, etc...) using the Philharmonic name must be requested in writing and approved in advance by the Philharmonic Executive Director at which time a separate agreement for merchandising will be issued.
12. No person shall be denied admission to the performance(s) because of age, race, ethnicity, nationality, religion, creed, individual political opinions, disability, sexual orientation, or gender identity/expression.
13. Presenter, to the extent permissible by law, hereby agrees to indemnify, defend, and hold harmless Philharmonic and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of Presenter, its agents, employees,

vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by Presenter. In the event said injury or loss arises from the negligence of Presenter or its employees, vendors, affiliates, subcontractors, or volunteers, Presenter shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages.

14. Presenter shall, (not less than 14 (fourteen) days prior to any performance hereunder), provide to the Philharmonic a certificate or certificates of insurance evidencing insurance coverage in such amounts and with such terms and conditions as are satisfactory to the Philharmonic, provided, that any such waiver, if executed, shall not operate to relieve Presenter of its obligations hereunder. This shall not be deemed a waiver of sovereign immunity or any other third party defense.
15. Presenter shall provide a venue representative and/or Presenter representative to be on the premises where any service is to occur beginning one hour prior to the service and until the listening audience and/or performers have cleared the premises.
16. Presenter shall take all steps reasonably necessary to provide for the personal safety of Philharmonic's personnel and the audience, including but not limited to, the following;
    A. Presenter shall determine an emergency plan and communicate that plan at least fourteen (14) days in advance to Philharmonic for adequate preparation.
    B. Presenter shall provide personnel adequate in number and training for security and crowd control purposes.
    C. Presenter shall provide reliable communication facilities and operators for use in emergency situations.
    D. Presenter shall maintain contact with a reliable weather service providing coverage of the performance site throughout the performance.
    E. Presenter shall provide an emergency medical service unit on the premises of any outdoor performance.
    F. Presenter will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the Philharmonic.
17. In the event of rain, emergency conditions, or other situations rendering it impossible for the performance to occur at the outdoor location, the parties agree that the concert will be cancelled. The Philharmonic's Director of Artistic Operations and Presenter will be in communication a minimum of 48, 24, and 12 hours before the published start time of the concert to discuss weather status and any necessary changes to ensure the concert is able to be performed or cancelled.
18. If it is determined to delay the start time or suspend and resume the concert at a later time on the same date due to weather or emergency conditions, the Presenter agrees to pay any additional costs incurred including but not limited to musician overtime or equipment rental.
19. Should rain, emergency conditions, or other situations render it impossible for contracted services to occur, then the Presenter will be responsible to the Philharmonic for 90% of the total fee (90% of $45,000 = $40,500), provided the Presenter cancels at least 4.5 hours prior to scheduled services. If less than 4.5 hours written notice of cancellation is given, the full performance fee is due ($45,000).
20. All correspondence and communication regarding this agreement shall be between the signatories hereto and the Director of Artistic Operations of the Lexington Philharmonic.
21. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65°F - 95°F.
22. Presenter will provide free parking to Philharmonic musicians and staff behind Haggin Auditorium on the Transylvania campus or as close to the performance site as possible.

LEXINGTON PHILHARMONIC

TECHNICAL RIDER | 2025

This Technical Rider is an integral part of this Agreement

Staging, Lighting, Power

- **STAGE SIZE** 40' Deep x 60' Wide with (2) stair sets and (1) ramp
- Stage to be fully covered, with sun shade/rain sides available, with appropriate rigging; minimum 12' roof height
- **RISERS** (*LexPhil can provide upon request)*
  - Three (3) 4'x8' risers @ 16" height
  - Three (3) 4'x8' risers @ 8" height
- Sufficient chairs & music stands *(LexPhil can provide upon request)*
- **LIGHTING** If performance is after sunset, sufficient stage lighting to view sheet music and light the orchestra in full, warm wash from front and overhead.
- LED fixtures preferred. Minimum 2 lighting cues: "Pre Show" and "Concert"
- **STAGEHANDS** - LFUCG Parks & Recreation will provide 2 employees to assist Philharmonic with load-in and load-out, including, but not limited to, helping with chairs, stands, stand lights, and risers.

Musical Instruments *LexPhil can provide upon request*

- Electric Keyboard, 88 keys, weighed type (Roland RD-2000, Nord Grand, Kurzweil Forte, or similar) and necessary cabling
- (4) Professional Timpani

Sound

- **Power** Presenter shall provide a disconnect box with at least 100 amps single phase power no further than 75 feet away from the performance stage. Presenter shall also supply a qualified electrician to connect main service. If a disconnect box is not available, Presenter shall provide a reasonably quiet generator as approved by the Lexington Philharmonic.
- **Engineers** 2 engineers familiar with orchestral sound reinforcement and all equipment being used during the performance
- **FOH Sound** 3-way Stereo System w/subwoofers capable of even, clear coverage throughout the audience area. (Meyer, LAcoustics or equivalent preferred)
- **Console** - Minimum 40 channels , 4 groups (strings, winds, brass, percussion)
- Adequate stands and cabling for all microphones

Microphones

- **Strings** (2) DPA 4099 (or equivalent) for each stand of musicians (Y cable together is ok)
- **Harp** (1) Beta 91 or KM 184
- **Winds** (2) KM184 (or equivalent) for each section
- **Trumpet, Trombone, Tuba** (2) AT 4050 (or equivalent) for each section
- **French Horn** (1) Shure Beta58 for each horn player
- **Percussion** (5) AKG414 + (1) Beta 52
- **Speaking** (2) Wireless Handheld Units (AT/Shure or comparable)

- **Soloists** (x) adequate microphones and monitoring for guest soloists TBD

SAMPLE INPUT LIST - LEXINGTON PHILHARMONIC

Group 1 - STRINGS	
1. Vln I - 1	DPA 4099 x2
2. Vln I - 2	DPA 4099 x2
3. Vln I - 3	DPA 4099 x2
4. Vln II - 1	DPA 4099 x2
5. Vln II - 2	DPA 4099 x2
6. Vln II - 3	DPA 4099 x2
7. Vla - 1	DPA 4099 x2
8. Vla - 2	DPA 4099 x2
9. Cello - 1	DPA 4099 x2
10. Cello - 2	DPA 4099 x2
11. Bass - 1	DPA 4099 x2
12. Bass - 2	DPA 4099 x2
13. Harp	Beta 91
Group 2 - WINDS	
14. Flute - 1	KM 184
15. Flute - 2	KM 184
16. Oboe - 1	KM 184
17. Oboe - 2	KM 184
18. Clarinet - 1	KM 184
19. Clarinet - 2	KM 184
Group 3 - BRASS	
20. F Horn - 1	Shure Beta 58
21. F Horn - 2	Shure Beta 58
22. F Horn - 3	Shure Beta 58
23. F Horn - 4	Shure Beta 58
24. Trumpet - 1	AT 4050
25. Trumpet - 2	AT 4050
26. Trombone -1	AT 4050
27. Trombone - 2	AT 4050
28. Tuba	AT 4050
Group 4 - PERCUSSION	
29. Tympani Left	AKG 414
30. Tympani Right	AKG 414
31. Percussion - 1	AKG 414
32. Percussion - 2	AKG 414
33. Percussion - 3	AKG 414
34. Bass Drum - Beta 52	
Group 5 - SOLOISTS	
35. HH - 1	Shure Beta 58
36. HH - 2	Shure Beta 58
37. Soloist	Shure KSM 9
38. Soloist	Shure KSM 9
39. Soloist	Shure KSM 9
40. Soloist	Shure KSM 9

Hospitality Rider *(please note this is for 50+ musicians)*

- A covered, secure, and well lit space/green room is required for instrument, case, and personal item storage. The space should have adequate tables and chairs with power available for charging personal devices
- Minimum 2 restrooms not further than 100 feet from performance area
- 2 full length mirrors
- Coffee, Tea, and water service
  (water should be available both cold and room temp)
- Light Snacks such as granola bars, fruit, nuts

LEXINGTON PHILHARMONIC

- Items to be delivered and setup 1 hour before musician call time

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: **FOR: Lexington Fayette Urban County Government**

BY: Linda Gorton 5/29/2025
Linda Gorton
Mayor of Lexington
Date

FOR: Lexington Philharmonic

BY: 5/29/25
Brooke Raby,
Lexington Philharmonic, *Executive Director*
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0396-25

File ID:	0396-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	147-2025	**In Control:**	Urban County Council
				File Created:	04/16/2025
File Name:	July 4th Rozzi's Famous Fireworks Agreement			**Final Action:**	05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2025, or the postponement date of July 5, 2025, for a cost of $23,000 with an additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Notes: Stamped and filed in the CCO. REturned to Amber 6/10/2025. MS

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Rozzi Bluesheet Agreement Memo 2025 - Corrected - Signed, ROZZI INC dba ROZZIS 2025 contract, RES 0396-25 Rozzi Fireworks 4916-7701-1257 v.1.docx, R-195-2025, Contract #147-2025	**Enactment Number:**	R-195-2025
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0396-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Rozzi's Famous Fireworks to furnish and deliver a Fireworks display on July 4, 2025, or the postponement date of July 5, 2025, for a cost of $23,000 with an

additional fee of ten percent (10%) if fired on the postponement date. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to approve an Agreement that will allow Rozzi's to furnish and deliver a Fireworks display for Lexington-Fayette Urban County Government on July 4, 2025 or the postponement date of July 5, 2025 at a cost of $23,000. If Fired on the postponement date, a fee of ten percent (10%) will be added. Funds are Budgeted. (L0396-25)(Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes - Gabriel Thatcher - 4/16/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account number: 1101-707604-7412-71299

This Fiscal Year Impact: $23,000 (+$2,300 if postponed)

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $104,490.53

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: _____
Monica Conrad, Director
Division of Parks and Recreation

RE: **Agreement with Rozzi's Famous Fireworks**

DATE: **April 24, 2025**

Request:

Why are you requesting?
Department needs this action completed because:

This agreement will allow Rozzi's to furnish and deliver a fireworks display for LFUCG on July 4, 2025 or the postponement date of July 5, 2025. If fired on the postponement date, a fee of ten percent (10%) will be added.

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

$23,000 ($4,600 non-refundable deposit + $18,400 balance)

The cost for future FY is:

An additional $2,300 (10%) will be charged if rain date is activated due to cancellation for weather.

Are the funds budgeted? Yes

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

Account number: 1101 707604 7412 71299

File Number: 0396-25

Director/Commissioner: Conrad/Ford

ROZZI INC dba ROZZIS' FAMOUS FIREWORKS DISPLAY CONTRACT

This Agreement entered 7th of April 2025 by and between ROZZI INC dba ROZZIS' FAMOUS FIREWORKS (Rozzi') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Lexington Fayette Urban County Government, Lexington, KY ("Buyer") to be held the 4th day of July 2025 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.
In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 4th, 2025, at the location of RJ Corman Railyard, 133 Buchanan St, Lexington, KY (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display to comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1307;7-7-56 and any local regulations as required by the AHJ.
   Please specify a rain out date if applicable: _____

2. Rozzi's' shall obtain all necessary state and local permits as required by law.

3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars ($10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.

4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.

5. Buyer agrees to pay Rozzi's' the sum of $23,000.00 for insurance, material, labor, and services rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: a nonrefundable deposit of $4600.00 due on the signing of this contract but no later than May 16th, 2025, the balance of $18,400.00 to be paid within 10 days of completion of the fireworks display but no later than July 14th, 2025.

6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.

7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:

   (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such costs and expenses are to be at the cost and expense of the Buyer and shall be paid to Rozzi's.
   (B) Should there be a need to dissemble the display equipment and remove it from

the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

8. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

   The decision to proceed forward to fire the fireworks display is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1307;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

10. This Agreement shall not be construed to create a partnership between the parties hereto.

11. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the _____day of _____, 2025.

SELLERS: OBJ
ROZZIS' FAMOUS FIREWORKS

BUYER:

_____
Nancy M Rozzi name of Buyer)

By_____ By: _____

It's_____ Its: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2025, OR THE POSTPONEMENT DATE OF JULY 5, 2025, FOR A COST OF $23,000 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

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 the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2025, or the postponement date of July 5, 2025.

Section 2 – That an amount of $23,000, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707604-71299, 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
0396-25:GET:4916-7701-1257, v. 1

RESOLUTION NO. 195 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH ROZZI'S FAMOUS FIREWORKS TO FURNISH AND DELIVER A FIREWORKS DISPLAY ON JULY 4, 2025, OR THE POSTPONEMENT DATE OF JULY 5, 2025, FOR A COST OF $23,000 WITH AN ADDITIONAL FEE OF TEN PERCENT (10%) IF FIRED ON THE POSTPONEMENT DATE.

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 the agreement, which is attached hereto and incorporated herein by reference, with Rozzi's Famous Fireworks to furnish and deliver a fireworks display on July 4, 2025, or the postponement date of July 5, 2025.

Section 2 – That an amount of $23,000, with an additional fee of ten percent (10%) if fired on the postponement date, be and hereby is approved for payment to Rozzi's Famous Fireworks from account # 1101-707604-71299, 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: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0396-25:GET:4916-7701-1257, v. 1

ROZZI INC dba ROZZIS' FAMOUS FIREWORKS DISPLAY CONTRACT

This Agreement entered 7th of April 2025 by and between ROZZI INC dba ROZZIS' FAMOUS FIREWORKS (Rozzi') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Lexington Fayette Urban County Government, Lexington, KY ("Buyer") to be held the 4th day of July 2025 and given by Buyer, and Buyer desires to hire Rozzi's' to furnish and shoot the fireworks display at such event.
In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and shoot the fireworks display on July 4th, 2025, at the location of RJ Corman Railyard, 133 Buchanan St, Lexington, KY (Event Site) Rozzi's' agrees to provide experienced operators to set up and fire the fireworks display to comply with regulations outlined in NFPA 1123-2018 edition, ORC §3743.54. OAC 1307;7-7-56 and any local regulations as required by the AHJ.
   Please specify a rain out date if applicable: July 5, 2025

2. Rozzi's' shall obtain all necessary state and local permits as required by law.

3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of Ten Million Dollars ($10,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.

4. Rozzi's' shall not be responsible for damages to automobiles or other personal property that is parked or located or placed by others within 1000' distance from the mortars to fire the fireworks display. Buyer shall notify spectators who will be viewing the fireworks display of impending fallout from the fireworks display and the potential damage to spectator's automobiles and property by posting warning signs at the Event Site.

5. Buyer agrees to pay Rozzi's' the sum of $23,000.00 for insurance, material, labor, and services rendered in the setup and firing of the fireworks display ("Contract Price"). Payment shall be made as follows: **a nonrefundable deposit of $4600.00** due on the signing of this contract but no later than May 16th, 2025, the balance of $18,400.00 to be paid within 10 days of completion of the fireworks display but no later than July 14th, 2025.

6. In addition, if applicable, Buyer agrees to pay all onsite fire fees charged by the AHJ.

7. Buyer and Rozzi's' agree that should the fireworks display be canceled due to rain, high winds, or inclement weather, Buyer shall pay to Rozzi's' in addition to the Contract Price sum in paragraph 6 above the following:

   (A) 10% of the Contract Price if the display equipment is left in place at the Event Site, and the fireworks display is fired the following night. If the fireworks display is postponed for more than one night, an additional 5% charge would be made for each additional night that the fireworks display is postponed. Should there be a need to require additional security to protect the equipment at the Event Site, all such costs and expenses are to be at the cost and expense of the Buyer and shall be paid to Rozzi's.

   (B) Should there be a need to dissemble the display equipment and remove it from

the Event Site and reassembled at a subsequent date as agreed upon by the parties, Buyer shall pay Rozzi's' the additional sum of 20% of the Contract Price.

8. Should the event be canceled, and no makeup date set by the parties, the Buyer shall pay Rozzi's' 45% of the Contract Price.

   The decision to proceed forward to fire the fireworks display is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to shoot the fireworks display because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

9. Buyer will designate and secure for Rozzi's' adequate space for the fireworks display as required by the Table of Distances outlined in NFPA 1123-2018 edition and provide all such necessary police protection for the Event Site as required by NFPA 1123-2018 edition, ORC §3743.54; OAC 1307;7-7-56 and any local regulations. Rozzi's' will cooperate with reasonable requests made by the AHJ to make compliance with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative regulations or the AHJ, the cost incurred to meet those requirements shall be paid by Buyer.

10. This Agreement shall not be construed to create a partnership between the parties hereto.

11. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 7, that would prevent the performance of the fireworks display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the fireworks display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this

Agreement on the 8th day of May, 2025.

SELLERS: OBJ
ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi name of Buyer)

BUYER:

Linda Gorton

By_____ By: _____

It's President Its: _____

ROZZI, INC. dba ROZZIS' FAMOUS FIREWORKS

DISPLAY CONTRACT

This Agreement entered **this _____ day of May 2025** by and between **ROZZI, INC. dba ROZZIS' FAMOUS FIREWORKS** (Rozzi's') or ("Seller") of P.O. Box 5, Loveland, Ohio 45140 and Lexington Fayette Urban County Government ("Buyer".)
WHEREAS Rozzi's' will Display a Drone Display of a typical 12 minutes with a minimum of 200 drones at an event to be held the 20th day of June 2025 and given by Buyer, and Buyer desires to hire Rozzi's' to do the DRONE Display at such event.
In consideration of the foregoing and of the covenants, terms, and conditions herein contained, the parties agree as follows:

1. Rozzi's' shall furnish and execute the DRONE DISPLAY **on June 20th, 2025**, at the location of Jacobs Park – 4001 Athens Boons Borough Rd- Lexington, KY (Event Site) Rozzi's' agrees to provide experienced Drone Pilots to set up and execute and will comply with regulations outlined in CFR 41-part 107 and any local regulations as required. Rain date to be June 21, 2025.

2. Rozzi's' shall obtain all necessary state and local permits as required by law if applicable.

3. Rozzi's' shall obtain Public Liability and Property Damage Insurance in an amount of One Million Dollars ($1,000,000.00) and provide Buyer with a Certificate of Insurance showing the amount of insurance in force and naming Rozzi's' as its insured, and Buyer, as an additional insured, and such other parties associated with the event as Buyer may request, and which are approved by Rozzi's' insurance company as the insurer.

4. Buyer agrees to pay Rozzi's' the sum of **$15,000.00** for insurance, material, labor, and services rendered in the setup. ("Contract Price"). Payment shall be made as follows: A nonrefundable deposit of **$3,000.00** is due upon the signing of this contract but no later than June 10th, 2025, the balance of **$12,000.00** to be paid within 10 days of completion of the DRONE DISPLAY but no later than **June 30th, 2025**.

5. Should the event be canceled due to inclement weather conditions that may include rain, high winds and no make-up date set by the parties, the Buyer shall pay Rozzi's' 50% of the Contract Price.
   If the event has to be cancelled and rescheduled the following night due to inclement weather Rozzi's will charge an additional $1,500.00 plus accommodations for a 4-person crew not to exceed $500.00.

The decision to proceed forward to fire the DRONE DISPLAY is solely that of Rozzi's,' and it is understood and acknowledged by Buyer that the decision of Rozzi's' not to execute the DRONE DISPLAY because of rain, high winds or inclement weather is final and does not constitute a failure of performance by Rozzi's' or a breach of this Agreement.

6. Buyer will designate and secure Rozzi's' adequate space for the display as required and provide all such necessary police protection for the Event Site as required by local regulation. Rozzi's will cooperate with reasonable requests made by the local authority to comply with all safety requirements. Should there be a need to meet requirements beyond those required by statute or administrative, the cost incurred to meet those requirements shall be paid by Buyer.

7. This Agreement shall not be construed to create a partnership between the parties hereto.

8. In the Event of fire, accident, strike, delays, flood, acts of God or other causes beyond the control of the parties, other than those specified in paragraph 5, that would prevent the performance of the drone display, the parties hereto release the other from any and all performance obligations herein contained and from any and all damages that result or may result from the inability to perform the Drone display.

IN WITNESS, WHEREOF, the parties by themselves or their duly authorized corporate officers have executed this Agreement on the 8th day of May, 2025.

SELLERS:

ROZZIS' FAMOUS FIREWORKS

Nancy M Rozzi

By Nancy M Rozzi
President

It's President

BUYER: Lexington Fayette Urban County Government

Linda Gorton

Name of Buyer)

By Linda Gorton

Its Mayor

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0404-25

File ID:	0404-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	122-2025	**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Downtown Area Master Plan			**Final Action:**	05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (RFP No. 4-2025) with MKSK, Inc., d/b/a MKSK, for the Downtown Area Master Plan, at a cost not to exceed $495,075. [Div. of Planning, Duncan]

Notes: SAF in CCO. scanned back to Boyd Sewe in Planning 5.19.25 AA

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Bluesheet Memo - Downtown Area Master Plan, DTAMP RFP Consultant Agreement, Exhibit A - RFP 4-2025, Exhibit B - MKSK - RFP Submital, Downtown Area Master Plan WS RFP Notes, RESO 404-25-Resolution re Downtown Area Master Plan 4931-2524-7290 v.1.docx, R-196-2025, Contract #122-2025	**Enactment Number:**	R-196-2025
Deed #:		**Hearing Date:**	
Drafter:	Boyd O. Sewe	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0404-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement (RFP No. 4-2025) with MKSK, Inc., d/b/a MKSK, for the Downtown Area Master Plan, at a cost not to exceed $495,075. [Div. of Planning, Duncan]

Summary

Authorization to execute an Agreement with MKSK Inc., d/b/a MKSK, for a total amount not to exceed $495,075, pursuant to RFP No. 4-2025. This Agreement is for professional consulting services related to the development of a Downtown Area Master Plan for Lexington. Funds are Budgeted. (L0404-25)(Duncan/Horn)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Brittany Smith, April 17, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105-160701-0001-71299

This Fiscal Year Impact: $495,075

Annual Impact: $

Project: DOWNTOWN_2025

Activity: PLAN

Budget Reference:

Current Balance: $500,000

MAYOR LINDA GORTON

LEXINGTON

JIM DUNCAN
DIRECTOR
PLANNING

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Boyd O. Sewe**
Division of Planning
Department of Planning and Preservation

CC: **Commissioner Keith Horn**
Department of Planning and Preservation

DATE: **April 18, 2025**

SUBJECT: **Engagement of Services for Downtown Area Master Plan (RFP 4-2025)**

Request: Council authorization to execute an agreement with MKSK Inc., d/b/a MKSK, for a total amount not to exceed $ 495,075. This agreement is for professional consulting services related to the development of a Downtown Area Master Plan for Lexington.

Background: On October 31, 2024, the Urban Council approved funding for a Downtown Area Master Plan. The master plan should align with Imagine Lexington 2045 and provide short-term (0-5 years) and long-term (5-20 years) priorities with clear, actionable strategies for implementation. These strategies will prioritize sustainable growth, redevelopment, and the creation of a distinct urban identity.

To identify a qualified partner for this effort, LFUG issued Request for Proposals (RFP) No. RFP 4-2025 on February 13, 2025. After reviewing submissions and conducting evaluations, MKSK Inc., d/b/a MKSK was selected based on their qualifications and experience with urban planning and community-based design strategies.

The initial term of the agreement is through November 16, 2026 with an opportunity to seek additional services, subject to a change order, upon completion of the project. Either party may give the other party written notice of its intent to terminate the agreement by providing at least 10 days' notice.

Budget Impact: The total cost for this agreement is $ 495,075. This amount is included in the current fiscal year's budget, and no additional funding is anticipated in future budget years.

Are the funds budgeted? Funds of $500,000 are budgeted in of General Fund Capital Project Fund for FY 25 in 1105-160701-0001-71299.

File Number: 0404-25

Director/Commissioner: Duncan/Horn

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 14, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MKSK INC, (**CONSULTANT**).

WHEREAS, OWNER intends to proceed with a Downtown Area Master Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a master plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 4-2025.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 4-2025.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Downtown Area Master Plan.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 4-2025 (Exhibit "A"); Consultant's Response dated March 14, 2025 (Exhibit "B")

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2025 (Exhibit "A"), Consultant's Response dated March 14, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT, CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal, and the Response to the Request for Proposal. See Exhibits "A", and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at their disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. CONSULTANT shall commence services no later than May 16, 2025, shall endeavor to finalize Project deliverables on or before July 17, 2026, and Project completion on or before November 16, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $495,075. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed, or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

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

Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that they shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for five (5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.
The Risk Management Provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: _____
LINDA GORTON, MAYOR

Date: _____

CONSULTANT MKSK INC:

Signature: _____

Printed Name: ANDREW OVERBECK

Position: PRINCIPAL

Date: APRIL 14, 2025

EXHIBIT A - RFP 4-2025

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2025 Downtown Area Master Plan** 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 **March 14, 2025.** 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 Central Purchasing 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 Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs. 30 points
2. Related experience of the firm/team with similar projects comparable in type, size, and complexity. 20 points
3. Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process. 20 points
4. Demonstrated ability to perform high quality work, to control costs, and to meet project schedules. 20 points
5. Pricing approach related to the tasks listed. 10 points

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 regarding this RFP shall be addressed through: 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. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, 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 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. 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 _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

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 *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____Date: _____/_____/_____

(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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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. Black American, Asian American, Hispanic American, Native American)*

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of 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. **Note: Form required if a subcontractor is being substituted on a contract.**

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.

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

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

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 Date

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
Excess/Umbrella Liability	$1 million per occurrence

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
Request For Proposals.

RECONNECTING TO OUR DOWNTOWN

Lexington's Downtown Area Master Plan

RFP Issue Date: February 13, 2025
Proposal Due: March 14, 2025

Division of Planning
101 E. Vine St. Suite 700
Lexington, KY. 40507

I. TABLE OF CONTENTS

II.	PROJECT BACKGROUND AND DESCRIPTION	03
III.	SCOPE OF WORK	04

Task 1 – Existing Land Use Plans Assessment and Inventory

Task 2 – Housing and Market Analysis

Task 3 – Public Engagement

Task 4 – Plan Development and Recommendations

Task 5 - Draft Report

Task 6 – Deliverables

IV.	PACKAGING OF PROPOSAL	078
V.	SELECTION CRITERIA	08
VI.	DEFINED INFILL AND REDEVELOPMENT AREA MAP	09

II. PROJECT BACKGROUND AND DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to develop a Downtown Area Master Plan that guides the future of Lexington's downtown. As a LEED Silver certified city, Lexington is committed to sustainability and innovation. The master plan should align with Imagine Lexington 2045 and provide short-term (0-5 years) and long-term (5-20 years) priorities with clear, actionable strategies for implementation. These strategies will prioritize sustainable growth, redevelopment, and the creation of a distinct urban identity.

Lexington downtown's proximity to major higher education institutions, including the University of Kentucky and Transylvania University, fosters a dynamic, diverse population and drives economic vitality and innovation. Additionally, the walkable neighborhoods surrounding the downtown area offer a mix of historic and modern residential options, local businesses, and green spaces, contributing to a high quality of life. The plan will highlight the need to connect these surrounding neighborhoods while supporting inclusive growth throughout the downtown area.

Key goals include promoting housing and investment, supporting tourism, enhancing pedestrian and bicycle safety, and enhancing connectivity between downtown and surrounding neighborhoods. The plan will feature conceptual designs and practical, phased recommendations for implementation to guide infill development and create a vibrant, cohesive downtown area.

Eligible firms must demonstrate experience collaborating with local governments on downtown area master plans and deliver a plan that incorporates best practices in urban design, redevelopment, and community engagement. Proposals must address growth strategies, promoting urban living, and design standards while honoring Lexington's unique character.

LFUCG seeks a forward-thinking partner to create a dynamic, actionable master plan that positions Downtown Lexington as a premier destination for residents, businesses, and visitors while advancing the city's equity and sustainability goals as a LEED Silver certified city.

QUESTIONS

All inquiries regarding this Request for Proposals should be directed to:
https://lexingtonky.ionwave.net

SUBMISSION

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

A brief history and the firms experience working with local municipalities on similar planning efforts, as well as details about the consulting firm or firms on the team.

The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.

Why your team is best suited to develop the Downtown Master Plan. What unique ideas or experience does your team bring to the table?

Examples of projects within the last five (5) years of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.

Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

NO PROPOSALS WILL BE ACCEPTED PAST THE DEADLINE.

III. SCOPE OF WORK

The purpose of this RFP is to contract a firm to develop a Downtown Area Master Plan with a desired project timeline not to exceed 18 months. The plan will include recommendations on zoning, land use, transportation, public spaces, housing, sustainability, economic development, tourism, and historic preservation.

The plan's goals are to:

1. Engage community stakeholders to seek input on the development and growth of downtown and surrounding areas.
2. Establish a vision for the development of downtown including illustrated best practices for design standards that establish guidelines supported by the stakeholders.
3. Develop goals and prioritize strategies for implementing a plan focused on public and private investment in the downtown area.
4. Identify key redevelopment sites and strategies to jumpstart development.
5. Recognize and connect surrounding neighborhoods through pedestrian-oriented and dedicated connections.
6. Review and provide recommendations for updates to zoning regulations, Design Guidelines for the Courthouse Area, Historic Overlay Guidelines and any other guidelines within the study area with emphasis placed on regulations that support priority areas.

At a minimum, the Downtown Area Master Plan should address the following areas of focus:

1. Summary of existing conditions and issues, including land use, zoning, housing, and infrastructure conditions.
2. Assessment of current City plans as well as other relevant plans.
3. Vision and goals for the downtown area; including ways to connect to adjacent districts, corridors, and neighborhoods.
4. Recommend policies and programs to implement the community vision, as well as tell the unique story of Lexington's downtown.
5. Detailed implementation strategy, action plan and LFUCG departments involved to move the plan forward that includes recommendations from the Housing and Market Analysis.
6. Transportation assessment and recommendations.
7. Site specific recommendations for 3 catalytic sites in or directly connected to the downtown.
8. Recommendations for opportunities for funding, including both private and governmental sources.

TASK 1 – EXISTING LAND USE PLANS ASSESSMENT AND INVENTORY

Leadership, community, and economic development strategies are essential as the City continues to grow. The selected consultant will develop planning-level concepts to support growth, development and implementation. This includes a thorough assessment of current conditions in the study area, incorporating reviews of existing plans, what has been implemented, review of infrastructure and public amenities, assess parking, mobility, traffic distribution, accessibility and relevant studies. The assessment will focus on, but not be limited to, the following areas:

1. Review existing plans and the historical development of Lexington utilizing the Defined Infill and Redevelopment Area map. The Defined Infill and Redevelopment Area is not the project boundary; instead, the downtown boundary will be determined within this area and serve as the foundation for developing a Downtown Area Master Plan.
2. Define the Downtown area.

3. Review existing proposals for future land uses, development, zoning, housing, and public facilities and compare to conditions “on the ground” today.
4. Identify activity nodes within the Infill and Redevelopment Area outside of the downtown area that could be developed as distinct districts.
5. Analyze and document existing conditions and issues related to land use, housing, and infrastructure.
6. Identify and map downtown area neighborhoods.
7. Inventory current land uses and evaluate potential developments based on land use plans.

TASK 2 – HOUSING AND MARKET ANALYSIS

For this task, the Consultant will prepare a market and housing analysis that supports the plan recommendations and ensures the proposed plan can be implemented. The focus of the assessment should include the following:

1. Level of market opportunity and depth by land use and product type, such as how much and what type of retail is needed.
2. Demand and feasibility assessment for housing (by type and cost), retail, hospitality, offices, and other uses within the downtown area, and an assessment of competing uses in districts near the downtown area.
3. Identify where new development can be located to catalyze reinvestment most effectively.
4. Identify new housing development type that can be introduced within the downtown study area that align with the guidance for development types, scale, and character in the study area.
5. Develop recommendations that identify best practices and development incentives of financing mechanisms for housing and economic development that align with local community.

TASK 3 – PUBLIC ENGAGEMENT

The goal is to create a local outreach process that ensures active participation from all stakeholders, including low-to-moderate-income individuals, minorities, the elderly, individuals with disabilities and the downtown area business community. The Consultant will develop a public engagement plan with strategies for sharing information, encouraging participation, and integrating feedback from diverse groups. These steps will ensure broad, equitable, and transparent community participation.

The plan will outline engagement methods, schedules, and assigned responsibilities while documenting outreach efforts such as meeting notices, summaries, and communications. The goal is to ensure broad, equitable, and transparent community participation.

1. Project Advisory Committee: The Project Advisory Committee should include representation from LFUCG staff including Planning, Housing and Community Development, Parks and Recreation, Environmental Quality, Public Works, Water Quality, Mayor’s 250Lex Commission and members of the Urban County Council. This team shall meet in person or virtually regularly to discuss the study progress and provide advice on public involvement and other planning process issues.
2. Key stakeholders:
    a. Property owners, business operators, neighborhoods, and residents within and adjacent to identified area(s).
    b. Councilmembers-at-Large and those representing council districts in the chosen area(s).
    c. Transportation and land use policy makers including the LFUCG Planning Commission, Project Advisory Committee, Lexington Area MPO, LexPark and Lextran.
    d. Organizations such as business groups, tourism entities, environmental groups, community organizations, and nonprofits involved in downtown development and investment efforts.

e. Representatives from the University of Kentucky, Transylvania University, Bluegrass Community & Technical College (BCTC).

3. General Public Engagement: During the study process, the Consultant shall involve all stakeholders in the study area. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses).

The Project Advisory Committee and the stakeholder group must be notified of all meetings taking place.

At least four (4) public engagement activities should be conducted.

TASK 4 – PLAN DEVELOPMENT AND RECOMMENDATIONS

Review the collected data and prepare goals, policies, and action strategies based on the findings of Tasks 1, 2, and 3. Prepare a detailed development concept plan. This analysis should be coordinated with other completed studies, programs, and developments. At a minimum, this plan and study will contain the following components:

1. Summary of existing conditions and issues identified in Task 1. This includes current land use patterns, zoning, housing, environmental constraints and infrastructure conditions.
2. Assessment of current community plans and other relevant plans that have an impact on the plan update, also covered in Task 1.
3. Vision and goals for the downtown and adjacent areas that address the following:
    a. Mix of land uses appropriate for future growth including new and revised land use regulations needed to complete the development goals.
    b. Diversity of dwelling types, access to jobs, retail, and neighborhood services.
    c. Design for healthy living and social interaction such as access to public space/parks and trails, access to healthy foods and aging in place.
4. Recommended policies and programs to implement community vision.
5. Recommended revisions to the zoning ordinance and development of regulations to support the vision.
6. Detailed implementation strategy and action plan to assist the city in moving the plan forward that includes the recommendations from the Housing and Market Analysis.
7. Site-specific recommendations for 3 catalytic sites that include a market analysis, regulatory recommendations, and visualization of key concepts.
8. Short-term and long-term creative placemaking strategies.
9. Transportation assessment and recommendations which include:
    a. Mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security for all modes.
    b. Continuity of local streets in study area and extension of the street grid.
    c. Conceptual renderings of the key transportation recommendations.
    d. Temporary and interim transportation strategies.
    e. Opportunities for green infrastructure within transportation recommendations.
    f. Streetscape, street design standards and circulation.
    g. Parking analysis.
10. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics

TASK 5 – DRAFT REPORT

A comprehensive draft report should include but are not limited to:

1. Executive Summary.
2. Assessment of Existing Plans and Conditions.
3. Housing and Market Analysis.
4. Plan Development Process.
5. Updated Concept Plan and Study.
6. Implementation Strategy and Performance Metrics.
7. Appendix with detailed reporting.

TASK 6 – DELIVERABLES

1. A total of six presentations: two each to the LFUCG Planning Commission and the Project Advisory Committee during regular meetings, one public hearing for the LFUCG Planning Commission, and a final report presentation to the Urban Council.
2. The final deliverables will include public presentation materials, a comprehensive final report, and supporting documentation to guide adoption by the Planning Commission.
3. Final Deliverable Format
    a. PDF of the Final Report and Appendices.
    b. All collected or created datasets, including GIS shape files. LFUCG will retain ownership of all data, spreadsheets, and GIS layers produced.

IV. PACKAGING OF PROPOSAL

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. Each proposal should be limited to no more than 20 pages and should be in an 8.5” x 11” format. Any other information thought to be relevant may be provided as a separate appendix to the proposal.

All proposals should include the information outlined below and in the following order. Maximum number of pages are stated for each item.

1. Cover Letter (1 page).
2. Table of Contents (1 page).
3. Company Information (2 pages) to include:
    a. Primary firm and sub-consultants. Identify all sub-consultants and provide a summary of their scope of services.
    b. List the address, email address, and telephone number of the offices from which the services are to be provided.
4. Qualifications and Experience of Key Personnel (4 pages) to include:
    a. The project manager and key staff assigned if awarded.
    b. Resumes summarizing the qualifications and experience of the individuals who will be conducting the plan and key tasks.
    c. Specific information on the staff’s experience with urban planning, market analysis, and community engagement.

d. Evidence of diversity should be part of the submittal. Consultant firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff.

5. Organizational Chart (1 page).
6. Project Approach (5 pages) to include:
    a. Provide a statement describing the scope of work as you understand it.
    b. Describe the approach, means, methods, and procedures to be used to gather data, analyze findings, perform community engagement tasks, and develop recommendations as requested.
    c. Include any information demonstrating understanding and insights related to the project's scope of work.
7. Project Timeline (1 page) - Provide a proposed schedule of tasks including key milestones for deliverables.
8. Similar or Related Projects and References (3 pages) – For the consultant and any sub-consultants, describe at least similar or related projects within the United States successfully completed within the last five (5) years and include the name, address, telephone number, and an e-mail address for reference checks.
9. Cost of Services (2 pages) - Provide a proposed cost approach and lump sum fee itemized by each work task as outlined in the scope of work and a rate schedule for computing any extra work not specified in the contracted scope of work.
10. Required Forms (Not included in the page count) - The completed required forms.
11. Forms and affidavits required by this subsection shall be considered an open public record once a public employer has entered a contract for services; provided, however, that any information protected from public disclosure by federal law shall be redacted.

V. SELECTION CRITERIA

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation. The following criteria will be used for the evaluation:

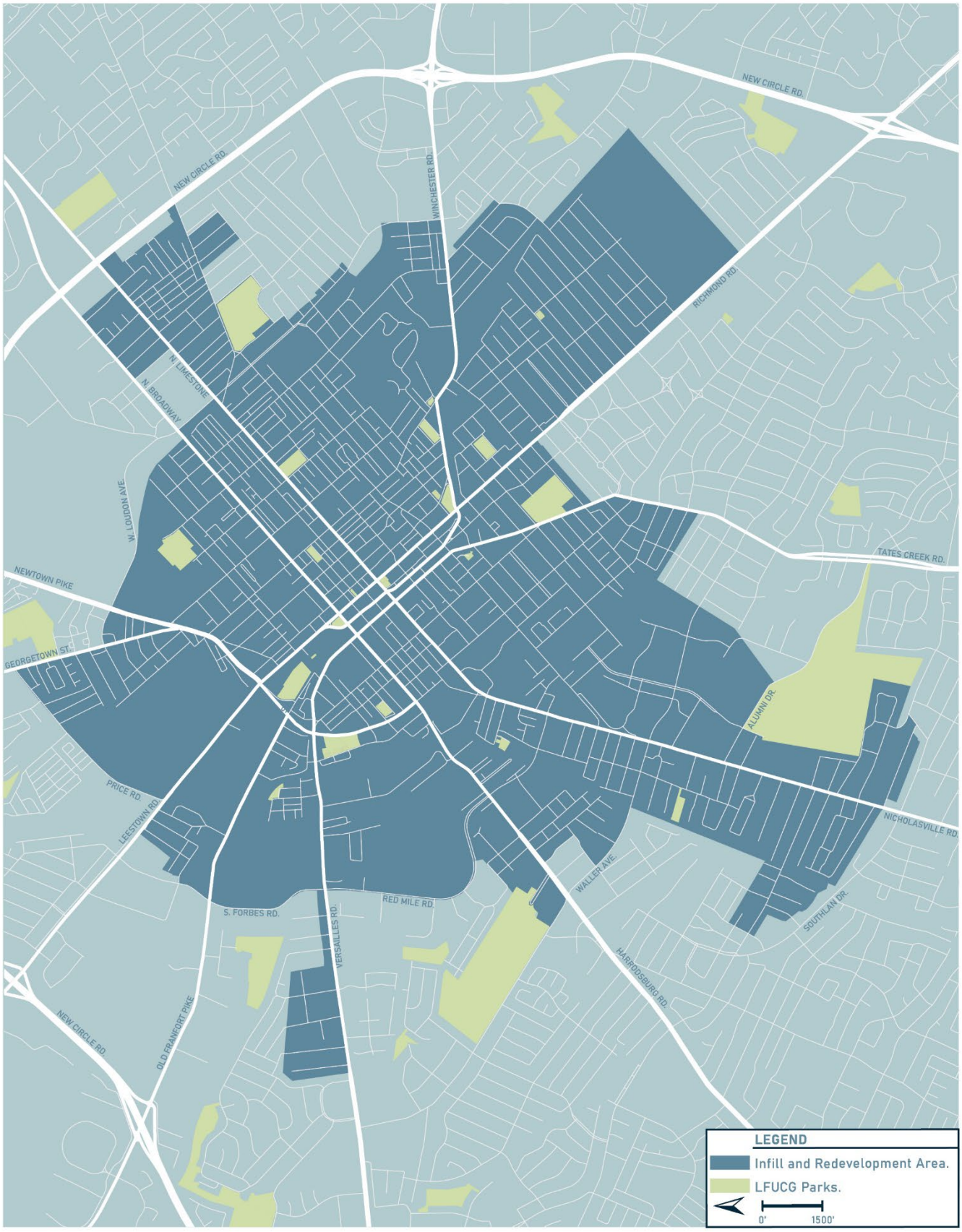
CRITERIA SCORE

Criteria	Score
Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs.	30
Related experience of the firm/team with similar projects comparable in type, size, and complexity.	20
Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process.	20
Demonstrated ability to perform high quality work, to control costs, and to meet project schedules.	20
Pricing approach related to the tasks listed.	10

Evaluation:

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

VI. DEFINED INFILL AND REDEVELOPMENT AREA MAP



RFP #4-2025 | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RECONNECTING TO OUR DOWNTOWN: LEXINGTON'S DOWNTOWN AREA MASTER PLAN

March 14th, 2025

EXHIBIT B - MKSK RFP SUBMITTAL



MKSK DEVELOPMENTSTRATEGIES® WSP ehi CONSULTANTS CivicLex urbancanopy works, LLC

MKSK

March 14, 2025

Lexington-Fayette Urban County Government
ATTN: Director, Division of Procurement
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

607 West Main Street
Louisville, Kentucky 40202

RE: RFP #4-2025 Downtown Area Master Plan

Dear Members of the Selection Committee,

MKSK and our partners are thrilled to offer our services and experience to assist LFCUG in developing the Lexington Downtown Area Master Plan. I am Andrew Overbeck, and I will serve as the Principal in Charge of this project. I am joined by Luis Calvo who will serve as Project Manager. Together, we have worked on a variety of downtown, district, and neighborhood plans for communities across the country and in Kentucky. In the attached proposal we have included background on our firms and individual team members, highlighted relevant project experience, and outlined our approach for completing this project with you.

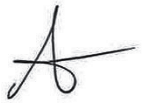
Why is our team best suited to develop the Downtown Area Master Plan? Downtown Lexington is the heart of the Bluegrass and one of the most vibrant university-anchored cities in the southeast. As the region's economic, cultural, and institutional center, downtown's success is pivotal to the region's growth, and as such, its opportunities and challenges require special consideration. Meeting these aspirations for downtown is dependent on creating a high quality of place for those who visit, call it home, or study in its universities. We know that there are challenges facing downtown, including barriers to connectivity, housing affordability, dwindling office occupancies, rising urban heat island, and concerns about the type of growth it will and should experience, and how this will impact adjacent neighborhoods. Therefore, we have developed a team with national experience and local connections that provides expertise and a track record of confronting these topics. This team is adept at developing solutions to confront these challenges and our solutions will target multiple challenges simultaneously. Our team has worked together on dozens of similar projects and our unified approach to the work will enable us to effectively and efficiently collaborate with the community.

This consultant team is led by **MKSK**, an employee-owned firm of urban planners, landscape architects and urban designers with offices throughout the Midwest and Southeast. MKSK brings unique experience establishing long-term relationships with past clients creating strategic plans for downtowns and designing and seeing through the implementation of those plans in Columbus, Toledo, Akron, Tulsa, Louisville, and Indianapolis. We are nationally eminent yet locally invested in Lexington and Kentucky. With an office in Louisville led by Lexington resident and Principal designer Andy Knight, our work in Lexington includes a joint land use and transportation study for Nicholasville Road (in collaboration with WSP), a corridor study for South Limestone Street and Euclid Avenue (in collaboration with Development Strategies and EHI), and a downtown streetscape and public realm master plan that created stronger links to the University of Kentucky and Transylvania Campuses.

We are joined by one of our long-term partners, **Development Strategies**, with whom we have crafted more than 10 downtown plans in your peer cities. Development Strategies will develop recommendations for downtown that build on our deep understanding of local economics and market opportunities in housing, office, hospitality, and entertainment. They will also lead the exploration and development of economic strategies to help reinvigorate downtown and help shape a market-based rationale for design concepts of catalyst sites. Our team is also joined by internationally renowned engineering and transportation firm **WSP**, with staff working locally in Lexington. The WSP team brings unparallelled local and national expertise in traffic management, connectivity strategies, and transit readiness. Understanding that community engagement is the foundation of any successful planning process, our team is supported by a collaboration of two locally based engagement specialists. Leading a targeted neighborhood engagement strategy is **EHI Consultants**, which will leverage its local connections to facilitate meaningful dialogue with residents of neighborhoods near downtown. Knowing that many residents are unable to attend public meetings, the **CivicLex** team will mobilize their platform and technical expertise to craft online and in-person engagement tools where residents can engage with the planning team in creative, outside-the-box, methods. Lastly, our team is joined by **Urban Canopy Works**, a woman-owned business based in Northern KY dedicated to the advancement of trees and the tree canopy in our urban and developed areas.

We feel our team is uniquely positioned to tackle the challenges of this project with you and the community. We look forward to discussing our proposal with you.

Respectfully Submitted,
MKSK, Inc.



Andrew Overbeck, AICP, Principal in Charge
E: aoverbeck@mkskstudios.com, PH: 614.378.5307



TABLE OF CONTENTS

MKSK

1	COVER LETTER	1
2	COMPANY INFORMATION	3
3	QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	5
4	ORGANIZATIONAL CHART	9
5	PROJECT APPROACH	10
6	PROJECT TIMELINE	15
7	SIMILAR OR RELATED PROJECTS	16
8	COST OF SERVICES	20
9	APPENDIX: REQUIRED FORMS	22

TOGETHER WE PLAN & DESIGN A WORLD IN WHICH WE ALL WANT TO LIVE.

General Information:

MKSK, Inc.
Andrew Overbeck, AICP, Principal
aoverbeck@mkskstudios.com
614.621.2796

607 West Main Street
Louisville, Kentucky 40202



Arena District & Downtown Master Plan, Columbus, Ohio

MKSK FIRM OVERVIEW

Primary Contact
Andrew Overbeck
AICP, Principal in Charge
aoverbeck@mkskstudios.com
614.621.2796

607 West Main Street
Louisville, Kentucky 40202

Relevant Services
Downtown Planning
Master Planning
Community Planning
Public Space Design
Parks & Recreation Planning
Land Use Planning
Development Planning
Landscape Architecture
Sustainable Design
Community Engagement

mkskstudios.com

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Kentucky, Ohio, Indiana, Illinois, South Carolina, Georgia, Florida, New York and the District of Columbia. We approach planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design and planning. We help communities and our clients meet the challenges of changing global conditions by addressing resiliency and sustainability. We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

DOWNTOWN MASTER PLANNING
MKSK is deeply invested in the creation of vibrant and viable downtowns. Our team brings decades of experience leading multidisciplinary teams to tackle complex problems. Our approach is driven by the power of short term action to enable long term change. We break down big ideas into doable steps to get past conventional planning fatigue, respond to problems, test new ideas, build momentum, and expand the number of people that benefit from neighborhood growth and investment.

Our planners understand the numerous factors that must be considered to create a robust and successful plan including assessments of existing conditions, environment, infrastructure, transportation systems, parking, demographics, market, trends, development economics, fiscal implications, community character, cultural and historic structures, the built environment, and the public realm. We understand the relationships between the many various types of land uses and their impacts on infrastructure, watersheds, and municipal services and funding. There are three elements that are consistent in our firm's approach:

- A focus on high-quality planning and design;
- An inclusive, communication-based approach for coordination of community and stakeholder interests into a common goal;
- A strategic approach to implementation that is grounded in reality but innovative in its solutions.

These elements have directly led to renewed investment and improved quality-of-life in the places in which we have worked.

SUBCONSULTANTS

DEVELOPMENT STRATEGIES | Market Analysis, Development Feasibility, Housing Policy

Development Strategies brings clients creative solutions and strategies that are tailored to the unique characteristics of their projects and communities. Founded in 1988, Development Strategies provides economic and market research, strategic and land use planning, counseling, and valuation services. We apply market analysis as the foundation for a vision of greater future prosperity, resulting in strategic investment of our clients' resources. The depth and breadth of our collective knowledge and experience provides value to clients in realizing their aspirations. Our professionals hold various graduate degrees in business administration, urban and regional planning, architecture, urban affairs, community planning, economics, geography, real estate development, and urban design.

DEVELOPMENTSTRATEGIES®

Contact
Matt Wetli, AICP, Principal
mwetli@
development-strategies.com
314.421.2800

10 S. Broadway, #1500
St. Louis, Missouri 63102

development-strategies.com

WSP | Transportation Planning and Engineering

WSP is a globally-recognized professional services firm specializing in design, engineering, and transportation planning. Our engineers, planners, technical experts, and strategic advisors view transportation infrastructure as a vehicle for shaping local communities and we pioneer solutions and deliver innovative projects to advance economic, environmental, and social conditions in the communities we serve. WSP is a local firm with a national footprint, combining local resources and experience with national connections and expertise. We have been serving Kentucky for over 25 years from our offices in Lexington and Louisville. We employ over 150 people in Kentucky, who are supported by 15,000 staff in 300 offices across the nation. Our Kentucky staff are immersed in local communities and have collaboratively delivered numerous planning studies, neighborhood plans, safety projects, and design projects throughout the region including for Lexington-Fayette Urban County Government.

wsp

Contact
Elizabeth Farc, Senior Consultant,
Transportation Planner
elizabeth.farc@wsp.com
859.245.3883

1792 Alysheba Way, Suite 230
Lexington, Kentucky 40507

wsp.com

EHI CONSULTANTS (DBE, MBE) | Public Outreach & Engagement (Neighborhood & Stakeholder Outreach), Planning Support

EHI is an award winning 25-year-old planning firm located in Louisville and Lexington, Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment. EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. EHI has built a record of success by working with our clients to develop personalized community outreach plans with clear messages that resonate with diverse audiences. Interactive project websites, innovative outreach events, surveys and direct mail campaigns are just a few of the creative communication strategies we have used to deliver information to citizens and get them engaged and excited about the process.

ehi CONSULTANTS

Contact
Edward Holmes, President
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859.425.4881

333 W. Vine Street
Lexington, Kentucky 40507

ehiconsultants.com

CIVICLEX (WBENC) | Public Outreach & Engagement (Website/Survey, Non-traditional Outreach, Public Meeting Format/Activities & Support)

CivicLex is a Certified Majority Women Owned Business and nonprofit organization that is strengthening civic health in Lexington, Kentucky. We break down the barriers between government and residents through civic education, local news, and direct collaboration with public institutions. Our work makes governance more accessible, increases civic literacy, and helps communities build the infrastructure they need for long-term civic participation. CivicLex has led public engagement for a variety of projects, including the Urban Growth Master Plan, Kelley's Landing Master Plan, and Lexington 2023 Comprehensive plan update. In addition to our work on Public Realm projects and consulting, we have built interdisciplinary programs that strengthen our local relationships, outreach, and knowledge, including through The CivicLex Weekly and our Civic Education Partnerships with Fayette County Public Schools and the University of Kentucky.

CivicLex

Contact
Kit Anderson, Deputy Director
kit@civiclex.org
859.536.1334

163 East Main Street, Suite 130
Lexington, Kentucky 40507

URBAN CANOPY WORKS (WOSB) | Urban Forestry Advising

Urban Canopy Works, LLC, is a woman-owned business, based in the Northern KY / Cincinnati metro area, dedicated to the advancement of trees and the tree canopy in our urban and developed areas nationally. UCW have extensive national experience in urban forestry strategic planning and established communication, outreach and facilitation skills. UCW has served communities across the country over the last decade in a wide range of projects covering community forestry and greenspace planning and management, public engagement, tree risk assessment, tree protection, and sustainability. At Urban Canopy Works, we connect our passion about trees with a clear sense of purpose about our work – we are dedicated to contribute, serve others, and make a difference.

urbancanopy

Contact
Rachel Comte, Principal
rachel@urbancanopyworks.com
859.638.2044

11424 US Highway 42
Union, Kentucky 41091

urbancanopyworks.com



ANDREW OVERBECK, AICP

MKSK

PRINCIPAL IN CHARGE, PLANNER, URBAN DESIGNER

Andrew takes a collaborative approach to developing effective plans that address complex urban issues and identify catalytic projects. Andrew has completed transformational municipal planning, long-range planning, urban design, streetscape, alternative transportation, urban parks, and downtown master plan projects. He has worked in cities throughout the region on downtown plans and public realm improvements with a focus on urban revitalization, sustainability, and connectivity. Matching his strong background in research, writing, and graphic design with his ability to facilitate public discussion and discourse, Andrew is able to effectively communicate and build consensus for solutions that enhance and invigorate cities and neighborhoods.

Percent Commitment to Project: 25%

Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Principal in Charge.
Decatur Town Center Plan 2.0, Decatur, Georgia. Principal in Charge.
2022 & 2010 Downtown Columbus Strategic Plans, Columbus, Ohio. Project Manager.
Downtown Akron Vision & Redevelopment Plan and Update, Akron, Ohio. Principal in Charge.
Akron Neighborhood Plans: West Akron, Middlebury, Kenmore, University Park. Principal in Charge.
Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Manager. Principal in Charge.
Louisville Downtown Master Plan, Louisville, Kentucky. Principal Planner.
Upper Westside CID Master Plan, Atlanta, Georgia. Principal Planner.
Birmingham NW Downtown Master Plan, Birmingham, Alabama. Principal Planner.
Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Manager.
Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.
Downtown Columbus Public Realm Enhancement Study, Columbus, Ohio. Project Manager.

Education
The Ohio State University, Master of City and Regional Planning, 2005

Earlham College, Bachelor of Arts in Politics, 1997

Thomas J. Watson Foundation Fellow, 1997-1998

Certification
American Institute of Certified Planner

Professional Affiliations
American Planning Association, Ohio Chapter



LUIS CALVO, AICP

MKSK

PROJECT MANAGER, PLANNER, COMMMUNITY ENGAGEMENT

Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Percent Commitment to Project: 35%

Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Project Manager.
Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, Kentucky. Project Manager.
Imagine Nicholasville Road, Louisville, Kentucky. Project Manager.
Decatur Town Center Plan 2.0, Decatur, Georgia. Project Manager.
Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Planner.
Louisville Downtown Master Plan, Louisville, Kentucky. Project Planner.
Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.
Highland Park Downtown Strategic Plan, Highland Park, Michigan. Project Planner.
Euclid Avenue & South Limestone Street Commercial Corridor Study, Lexington, Kentucky. Project Planner.
Discovery District Placemaking Plan, Columbus, Ohio. Project Planner.
Downtown Riverfront Strategic Development Plan, Troy, Ohio. Project Planner.
Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Planner.
Gordon Square Arts District Community Master Plan, Cleveland, Ohio. Project Planner.

Education
University of Louisville, Master of Urban Planning, 2013
Kennesaw State University(Formerly Southern Polytechnic), Bachelor of Architecture, 2010

Certification
American Institute of Certified Planner

Professional Affiliations
American Planning Association, Georgia Chapter



Education
The Ohio State University, MLA
Univ. of Tenn., Bachelors in Landscape Design

ANDY KNIGHT, ASLA, PLA | PRINCIPAL, PLACEMAKING + URBAN DESIGN

MKSK

Andy understands how thought-provoking design adds value to the public realm. His project achievements and impactful project leadership results in the creation of public places that embody the character of place while balancing the spectrum of functional, technical, and sustainable principles. Andy is acutely entrenched in the design and implementation of each project and emphasizes the importance of detail in realizing great design. His work includes public realm revitalization initiatives, dynamic and productive landscapes, and vibrant public spaces that promote a diversity of social uses and cultural traditions. **License/Certification:** Registered Landscape Architect, KY, OH **Project Experience:** Euclid Avenue & South Limestone Street Commercial Corridor Study, CentrePointe, Lexington, KY; Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Imagine Nicholasville Road, Parkland Corridor Improvement Study, Waterfront Park PH 4, Louisville, KY | **Percent Commitment to Project: 10%**



Education
UNC at Chapel Hill, MCRP
Miami University, B.A.

CHRIS HERMANN, FAICP | PRINCIPAL, PLANNING + DEVELOPMENT

MKSK

Chris is adept at helping communities create a unique, compelling vision and translating it into strategic steps that transform cities and spaces. Chris is a certified planner with more than 32 years of city planning experience, including prior experience at the city, county, and regional government levels. He provides a broad range of project planning leadership experience, having managed projects involving regional planning policy, comprehensive plans, downtown plans, district and neighborhood planning, community revitalization/reinvestment, economic development, urban design, form-based codes, transportation and streetscape design, consensus-building, and public engagement and facilitation. **License/Certification:** American Institute of Certified Planners **Project Experience:** 2022 & 2010 Downtown Columbus Strategic Plans, Columbus, OH; Downtown Toledo Master Plan and Update, Toledo, OH; Louisville Downtown Master Plan, Louisville, KY; Uptown District and MLK/Reading Road Corridor Strategy, Cincinnati, OH; Downtown Design Guidelines, Memphis, TN; Tulsa Arena District Master Plan, Tulsa, OK | **Percent Commitment to Project: 10%**



Education
Ball State Univ., B.A., Urban Planning and Development

CARLEY LEMMON | URBAN PLANNER

MKSK

Carley strives to create vibrant, engaged communities through actionable initiatives, engaging processes, and comprehensive projects. Carley's professional background includes several years in the public sector as Assistant City Planner with the City of Valparaiso providing development and zoning reviews, zoning code research and development, conducting public meetings, coordinating project reviews with city departments, maps, and community engagement. Her experience in the public sector has provided an understanding of engaging community members, developing standards and processes to achieve the goals of the community, and content creation to effectively relay planning processes and information to the community. **Project Experience:** Louisville Middle Housing Graphics, Louisille, KY; AARP Community Challenge Grant, Louisville, KY; West Lafayette Historic Preservation, West Lafayette, IN; LEAP Lebanon Innovation District, Lebanon, IN; Lafayette Historic Preservation, West Lafayette, IN; Kalamazoo Downtown Parking and Mobility, Kalamazoo, MI | **Percent Commitment to Project: 20%**



Education
Univ. of Virginia, MLA
Washington Univ., BS Arch.

LYN WENZEL, PLA | ASSOCIATE, LANDSCAPE ARCHITECT

MKSK

Lyn has been practicing landscape architecture for over eight years. Her work during this time has included a diverse range of projects ranging from intimate courtyard gardens to public school campus design and implementation. She is involved in MKSK's research and community-outreach initiatives including a 2017 published report focused on Mid-Atlantic native plant community design. **License/Certification:** Registered Landscape Architect, KY **Project Experience:** Kentucky State Capitol, Frankfort, KY; Jennings Creek Greenway Master Plan, Bowling Green, KY; DHS Access Road & Mixed-Use Path, Washington, DC; 125 35th Street SE, Washington, DC; LeDroit Park Green Infrastructure Washington, DC; Audi Field - Parcel B, Washington, DC; Arlington Career Center, Arlington, VA; Ballston Quarter Mall, Arlington, VA; Ballston Quarter Origin, Arlington, VA | **Percent Commitment to Project: 10%**



Education
The Ohio State Univ., MCRP

MATT WETLI, AICP | PRINCIPAL, ECONOMIC & DEVELOPMENT LEAD

DEVELOPMENT STRATEGIES®

As an urban planner and development strategist, Matt leads the firm in creating strategies for more vibrant, inclusive, and livable cities--with an emphasis on urban revitalization. His passion is helping people better understand how cities actually work, through a combination of education, storytelling, and dialogue—with the goal of empowering decision makers. His process of four dimensional planning brings together economic, community, real estate, and design to carefully shape investments in people, places, buildings, and jobs in cities and neighborhoods across the country. **License/Certification:** American Institute of Certified Planners **Project Experience:** Louisville Downtown Master Plan, Louisville, KY; Louisville Downtown Business Development Strategy, Louisville, KY; 995 Morrison Pre-Development Services, Charleston, SC; Downtown Blacksburg Strategic Plan, Blacksburg, VA; Euclid and Limestone Corridor Strategy, Lexington, KY | **Percent Commitment to Project: 20%**

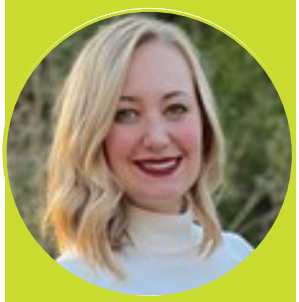


Education
Washington Univ. in St. Louis, Master of Urban Design

ANU SAMARAJIVA | SENIOR ASSOCIATE, HOUSING & POLICY LEAD

DEVELOPMENT STRATEGIES®

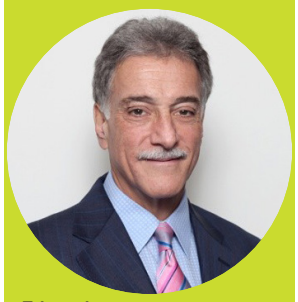
Anu has a background in design, economics, community engagement and teaching, and is passionate about the power of the built environment to engage and sustain communities. She's skilled in using visualizations and storytelling to make complex and interrelated planning and economic ideas clear, create appealing and forward-thinking renderings of future development, and make the case for more connected, sustainable and equitable cities. She loves working with diverse communities and a broad range of collaborators to bring planning and development processes to life. **Project Experience:** City of Greeley Housing Assessment and Subarea Plan, Greeley, CO; Bonanza Area Plan and Feasibility Study, Park City, UT; Downtown Decatur Market Analysis and Strategy, Decatur, GA; Downtown Akron Market Analysis and Strategy Update, Akron, OH | **Percent Commitment to Project: 25%**



Education
University of Louisville, Master of Urban Planning

ELIZABETH FARC | TRANSPORTATION PLANNING LEAD

Elizabeth is a senior transportation planner at WSP and a native of Louisville. She brings a broad transportation and urban planning background from both the public and private sector, with particular experience in complete streets development, transit planning, traffic calming and safety, and GIS mapping. She is passionate about aligning transportation and the built environment to create places where people thrive. **Project Experience:** The District Detroit Parking Assessment and Planning, Olympia Development of Michigan, Detroit, MI; "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, KYTC, Elizabethtown, Jeffersontown, and Morehead, KY; Jefferson County Speed Management Plan, Vision Zero Louisville, KY: District 7 Uncontrolled Pedestrian Crossing Evaluation, KYTC, Various Locations, KY | **Percent Commitment to Project: 15%**



Education
New York University, Master of Urban Planning

DANIEL BAER, AICP | TECHNICAL ADVISOR

Dan has nearly 40 years of experience working on master plans for downtowns of various sizes and complexity. He is an urban planner with transportation planning experience on large assignments for site development, balancing the connection between transportation and land development. Dan excels in conducting alternatives analyses and crafting master plans for major transportation, site, and downtown redevelopment initiatives. He is genuinely excited about the opportunity to contribute to Lexington, a city he frequently visits and holds in high regard. **License/Certification:** American Institute of Certified Planners **Project Experience:** Kay Bailey Hutchison Convention Center and Multi-Modal Master Plan, Dallas, TX; Burnham Yard Redevelopment Project, Denver, CO; Hudson Yards Development Corporation Guidelines, New York City, NY | **Percent Commitment to Project: 15%**



Education
University of Kentucky, MS, Civil Engineering

AUSTIN OBENAUG, PE | TRANSPORTATION PLANNER

Rance is a civil engineering with a background in traffic safety, urban planning, and agribusiness. He is currently finishing his BS in Civil Engineering from the University of Kentucky, expected to graduate in December 2025, and holds a Master's in Agribusiness as well as dual Bachelor's degrees in Economics and Management from the University of Kentucky. At WSP, Rance has supported Highway Safety Improvement Program projects for KYTC and three community redevelopment plans for Elizabethtown, Jeffersontown, and Morehead, Kentucky, through KYTC's new Creating Vibrant Communities technical assistance grant. He is skilled at designing maps and graphics using GIS and Adobe Illustrator, conducting field data collection, and participating in public outreach meetings to shape planning documents. **Project Experience:** KYTC "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, Elizabethtown, Jeffersontown, and Morehead, KY; KYTC Highway Safety Improvement Program On-Call Contract, Statewide, KY; S. Mill Street Pedestrian Improvement Plan | **Percent Commitment to Project: 20%**



Education
Univ. of Cincinnati, B.A., Urban Planning & Design

EDWARD J. HOLMES, AICP | PRESIDENT, COMMUNITY ENGAGEMENT LEAD

ehi CONSULTANTS

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States. **Project Experience:** Franklin Kentucky Comprehensive Plan, Franklin, KY; Bourbon County Comprehensive Plan, Bourbon County, KY; LFUCG Affordable Housing Study, Lexington/Fayette County, KY; Armstrong Mill Small Area Plan, Lexington/Fayette County, KY; Deer Park Neighborhood Plan, Louisville/Jefferson County, KY; South Park Urban Village Plan, Lexington/Fayette County, KY; Winburn/Russell Cave Neighborhoods Plan, Lexington/Fayette County, KY; East End Small Area Plan; Lexington/Fayette County, KY | **Percent Commitment to Project: 25%**



Education
Univ. of Cincinnati, M.B.A., Master of Community Planning

RYAN HOLMES | PROJECT MANAGER, COMMUNITY ENGAGEMENT

Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, his responsibilities focus on master planning, sustainable/green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has the ability to conceptualize and develop innovative solutions to complex problems. **Project Experience**: Franklin Kentucky Comprehensive Plan, Franklin, KY; Elizabethtown Comprehensive Plan, Elizabethtown, KY; Berrytown Neighborhood Plan, Louisville, KY; Airport Master Plan Louisville internaltional Airport (SDF), Louisville, KY; University of Louisville Master Plan, Louisville, KY; Algonquin/Hallmark/Park Duvalle Small Area Plan, Louisville, KY | **Percent Commitment to Project: 20%**



Education
University of Cincinnati Conservatory, Bachelor's of Music

RICHARD YOUNG | EXECUTIVE DIRECTOR, ENGAGEMENT OVERSIGHT/STRATEGY

Richard lives in Lexington, Kentucky, and has worked on civic health and community development in Kentucky for over a decade. Richard started CivicLex, a nonprofit organization that builds civic knowledge and capacity for residents, stitches together new relationships, and builds more responsive civic institutions. He is also a founding Steering Committee member of the Kentucky Rural-Urban Exchange. **Professional Registrations:** Ashoka Fellow (current); Bertelsmann Foundation Fellow (2024); Trust for Civic Life Advisor (2023) **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky; Imagine Phoenix Park, Lexington, Kentuck | **Percent Commitment to Project: 15%**



Education
Macalester College, Bachelor's of Science

KIT ANDERSON | DEPUTY DIRECTOR, PUBLIC ENGAGEMENT & OUTREACH

Kit is the Deputy Director of CivicLex, where she manages operations, contracts, special projects, and programs focused on institutional responsiveness and the public realm. She has managed a variety of public engagement projects, including engagement through On the Table 2022, the Urban Growth Master Plan, and the Kelley's Landing master plan. **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky | **Percent Commitment to Project: 20%**



Education
Univ. of Cincinnati, Master's in Urban Planning
Cincinnati State, Horticulture & Design Certificate
Indiana University, BA in International Business &

RACHEL COMTE | PRINCIPAL, URBAN FORESTRY SPECIALIST

Rachel is an Certified Arborist, urban planner, trained facilitator, and communications expert. She is a leading authority on urban forestry master plans based on more than a decade of experience developing plans for cities across the United States. Rachel is passionate about making cities better, healthier places for people to live, and a substantial vibrant tree canopy is an essential part of this work. Rachel founded Urban Canopy Works in 2018, after serving as the lead for urban forest master plans at Davey Resource Group. Between both organizations, she has managed the urban forestry master planning process for Louisville, Kentucky; Asheville, North Carolina; Knoxville, Tennessee; Boston, Massachusetts; Cleveland and Columbus, Ohio; Charlotte, North Carolina; Greenbelt, Maryland; Largo, Florida, among others. **License/ Certification:** ISA Board Certified Master Arborist (TRAQ) **Project Experience:** Louisville Urban Forest Master Plan, Louisville, KY (Ongoing); City of Columbus Urban Forestry Master Plan, Columbus, OH; Boston, MA Urban Forest Plan; Tree Canopy Action Plan Policy Project, Charlotte, NC; City of Tallahassee Urban Forest Master Plan, Tallahassee, FL | **Percent Commitment to Project: 10%**

PROJECT TEAM ORGANIZATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ADVISORY COMMITTEE

COMMUNITY & STAKEHOLDERS

PROJECT TEAM LEADERSHIP



MKSK
Andrew Overbeck
AICP, Principal
Principal in Charge
Planner, Urban Designer



MKSK
Luis Calvo
AICP, Associate Principal
Project Manager
Planner, Community Engagement

KEY PERSONNEL



MKSK
Andy Knight
ASLA, PLA Principal
Placemaking & Urban Design



MKSK
Chris Hermann
FAICP, Principal
Planning & Development



MKSK
Carley Lemmon
Planner
Urban Planning



MKSK
Lyn Wenzel,
PLA, Associate
Landscape Architecture



Development Strategies
Matt Wetli
Economic & Development Lead



Development Strategies
Anu Samarajiva
Housing & Policy Lead



WSP
Elizabeth Farc
Transportation Planning Lead



WSP
Daniel Baer, AICP
Technical Advisor



WSP
Austin Obenauf, PE, RSP1
Transportation Planner



EHI Consultants
Edward J. Holmes, AICP
Community Engagement Lead



EHI Consultants
Ryan Holmes
Community Engagement Project Manager



CivicLex
Richard Young
Executive Director Engagement Strategy



CivicLex
Kit Anderson
Deputy Director Public Engagement & Outreach



Urban Canopy Works
Rachel Comte, TRAQ
Principal
Urban Forestry Specialist

Leadership and staff identified within this proposal by MKSK and our consultant partners have the required licensure, experience, expertise, and availability to meet every aspect of the scope of services as described within the specified time frame.

The MKSK team has all the necessary facilities and virtual network to successfully deliver the project. All of our offices run the latest Windows Office 365 Operating Systems which allow for the movement of projects and data between offices as workloads and schedules demand. Our network accommodates large file transfers as well as well as cloud-based collaboration tools and FTP capabilities if needed on a project-by project basis. We employ a staff of IT Technicians to facilitate our software and hardware are the most current or compatible with recent versions for expedited technical response.

RELEVANT PROJECT EXPERIENCE & REFERENCES START ON PAGE 16

PROJECT UNDERSTANDING & APPROACH



PROJECT UNDERSTANDING

Downtown Lexington is in the midst of a transformation. With the continued success of City Center and Main Street, the momentum and energy from the Town Branch Commons, and the excitement and anticipation from the upcoming Gatton Park on the Town Branch – the energy and positive trajectory for downtown is palpable. LFUCG continues to make strides in making downtown a more walkable, human-scale, and livable community, further cementing its place as the cultural, economic, and beating heart of the Bluegrass. While in many ways downtown is thriving, this moment in time also heightens some of its greatest challenges. A changing office environment riddled with uncertainty, dwindling housing affordability, rising urban heat island, and development pressure at its edges threatens to soften some of this remarkable momentum in downtown. This Downtown Area Master Plan presents LFUCG a timely opportunity to face these challenges head-on through proactive strategies that involve the community and key stakeholders in the decision-making and setting a vision for the future. The development of this master plan will rally Lexington's key stakeholders to continue focusing on downtown's opportunities for growth, while recognizing and respecting its historic fabric and small-town charm. As home to the campuses of two institutions of higher learning, the University of Kentucky and Transylvania University, and surrounded by mature and vibrant residential neighborhoods, Downtown Lexington's future is well positioned toward strategic infill within the core. This planning process will work with these stakeholders, and the community at large, to reflect on downtown's evolution over the last 10 years, and map out where and how downtown should grow and mature in the next 10 years.

We have purpose-built this team of local, regional, and national experts, and believe it is best suited to work with the Lexington community to develop a refreshed vision for downtown that is faithful to its unique cultural and social qualities. Our team's approach should be considered a thoughtful and informed draft that will need to be confirmed and expanded in collaboration with LFUCG Staff to finalize details, define scope items, and confirm deliverables.

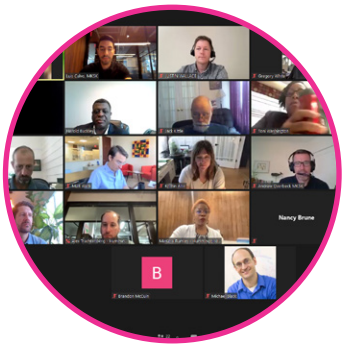
APPROACH TO COMMUNITY ENGAGEMENT

Community-based planning processes are important forums for community conversation and for building trust. The public engagement tools used in these efforts are essential for discerning the community's vision, but if they are not coupled with responsive planning and good faith implementation, they risk eroding public trust. Toward this end, MKSK approaches community engagement as a process of sustained and inclusive decision-making. The MKSK Team's approach to engagement is designed to ensure that traditionally underrepresented voices in the planning process are heard and that the unique needs, histories, and aspirations of Lexington residents are reflected in the downtown vision. As such, we will employ an inclusive, data-driven, and relationship-focused engagement strategy to build trust, capture lived experiences and generate actionable insights. Based on these principles of sustained and inclusive decision-making, we offer the following outline for the primary groups and range of engagement tools as listed on the following page.

PROJECT UNDERSTANDING & APPROACH

Primary Groups

Project Management Team: The Project Management Team (PMT) - made up of representatives from LFUCG Staff - will serve as the primary project resource for the consultant team and provide day-to-day direction on progress. Meetings will be conducted virtually on a biweekly basis as needed throughout the planning process.



Advisory Committee: The committee will serve as a representative voice of the Lexington community in the development of a vision for downtown. Appointed by LFUCG, the Advisory Committee is a group of individuals representing the full spectrum of interests in Downtown Lexington and the surrounding community. The committee will provide guidance on the plan's progress, catalyst site concept developments, and advise on how to best engage with the broader community. More importantly, members will serve as ambassadors of the project – informing their networks with current and accurate project information and actively advocating for the shared vision that is developed through the planning process.



General Public: The public engagement activities identified in this proposal will focus on creative methods to reach the Lexington community. This will involve small group/roundtable meetings, targeted neighborhood engagement, online tools, as well as open, public community meetings. We will work with the PMT and Advisory Committee to identify community members that we must meet with to fully understand issues and explore possibilities. We find that there are certain populations that are comfortable attending community meetings and others whose voices are traditionally under-represented in these forums. In order to reach these under-represented voices, we will work with LFUCG Staff to identify key groups for whom custom approaches will be developed for engagement.

The Engagement Tools included in the Scope of Work are **bolded** below. The MKSK Team has access to a larger engagement toolkit and will enthusiastically discuss how these could be integrated in the planning process upon review by the Project Management Team (PMT).



- **Public workshops and presentations**
- **Focus group roundtable and one-on-one meetings**
- **Dedicated website & social media platforms**
- **Online Engagement Tools (interactive mapping, idea generation, surveys)**
- **Targeted neighborhood stakeholder engagement**
- **Pop-up displays and non-traditional engagement**
- **Street stalls and kiosks at existing events**
- Study area walking/bike tours
- Analog Engagement (paper surveys, yard sign with QR Codes, postcard campaigns, mailers)
- Youth activities
- DIY Meetings-in-a-Box
- Study area storefront displays and office hours

SCOPE OF SERVICES

Task 0 – Project Startup and Coordination

0.1 Kickoff Meeting: Hold a Project Kickoff Meeting with LFUCG to finalize a detailed project schedule and process, confirm scope-of-work, establish information sharing protocols, and identify project milestones.

0.2 Project Management Team Meetings: Host virtual bi-weekly meetings with a Project Management Team (PMT) for the duration of the project. The PMT, composed of representatives from LFUCG, will serve as the primary project resource for the MKSK Team and provide day-to-day direction.

Task 1 – Existing Land Use Plans Assessment and Inventory

The first task of work will highlight relevant existing conditions and define Downtown Lexington's boundary through stakeholder and community guidance, best practices, and data and analysis. We will do so by building up our team's collective understanding of downtown, gathering data related to various components of existing conditions, long-term and recent trends, and other relevant plans or studies being done in the area.

1.1 Plan Alignment: Review relevant studies, plans, engagement/survey data, and other relevant information to identify the current planning environment within downtown and its surrounding neighborhoods. This will include a review with the PMT of these plans, identifying recommendations pertinent to downtown, their status, and their relevance to this process.

PROJECT UNDERSTANDING & APPROACH

1.2 Define the Downtown Area: Establish a community-supported boundary for Downtown Lexington that reflects the area's character, built environment, economic vitality, and is supported by national best practices. Using the results of community engagement activities in Task 3, the MKSK team will align community perceptions of downtown with realities on-the-ground in establishing a defensible and accurate downtown boundary.

1.3 Existing Proposal Review: Understand the development environment in downtown and in nearby neighborhoods through a review of all projects currently planned, proposed, and under construction. The MKSK team will assess future densities, building heights, and impact resulting from this activity.

1.4 Identify Activity Nodes/Districts: Identify distinct downtown districts based on existing or potential nodes of activity that include dining, entertainment, retail, office, hospitality, or housing.

1.5 Existing Conditions Analysis: Collect and analyze relevant data and information to understand the current conditions within Downtown Lexington and its surrounding areas. This includes a review and analysis of land use, zoning, infrastructure, housing, transportation, parking, connectivity to adjacent areas, and existing assets/anchors. An existing conditions assessment for infrastructure will be focused on mobility assets, building on the wealth of information created by previous planning efforts for various downtown corridors. The mobility assessment will include an evaluation of pedestrian facilities, a review of bike infrastructure, a safety analysis, and an evaluation of parking, transit, and physical/perceived barriers to accessing downtown.

1.6 Downtown Area Neighborhoods: Define general boundaries for downtown area neighborhoods, building on the boundary established for downtown in Task 1.2. Boundaries for neighborhoods will be established by looking at neighborhood-level data in the existing conditions analysis, understanding neighborhood preferences from the engagement process, and aligning these boundaries with the vision and goals for these communities in previous planning efforts and as outlined in this planning process.

1.7 Land Use and Development Inventory: Using available data, inventory current land uses and evaluate the impacts of future development proposals on future land use patterns.

Task 2 – Housing and Market Analysis

A market analysis will be conducted to determine the opportunities and needs that exist, both in terms of present affordability needs and future market rate and affordable demand. It will evaluate current and potential supply typologies (i.e., townhome, condo, apartment, etc.), and compare them to household demographics and consumer preferences within the broader Lexington ecosystem. Particular attention will be paid to the role of downtown as a center of employment and culture, and needs across a broad spectrum of affordability. The market analysis will also identify the potential for key downtown-oriented uses including storefront retail, office, and hospitality. The market analysis will establish a future real estate development program that represents a responsibly aspirational target over the next 10 years.

2.1 Market Analysis: Develop a market analysis to include the following key components:

- Context Analysis: Qualitative marketability assessment and quantitative socio-economic and demographic analysis
- Supply Analysis: Real estate metrics including achievable rents, lease rates, and sale prices
- Demand Analysis: Projected demand of future households, customers, visitors, and employers

Task 3 – Public Engagement

Our engagement approach is rooted in listening and understanding. Engagement is a learning process, and our team is committed to being flexible, building new relationships with the community, and adapting our outreach methods as needed to ensure robust, diverse, and inclusive participation. For each phase of engagement, we propose a multi-pronged approach (which will be refined in the Community Engagement Plan) that offers diverse and plentiful opportunities for public participation and input. We are committed to making community participation meaningful, convenient, and welcoming to all.

3.1 Community Engagement Plan: Develop a Community Engagement Plan grounded in local knowledge and aligned with the goals of this process to guide engagement for the entire project. This document will detail specific engagement activities and schedules and ensure public input is integrated into planning decisions.

3.2 Advisory Committee Meetings: Convene an Advisory Committee representing LFUCG Departments, Councils, and Commissions and the interests of Lexington's business, entertainment, institutional, civic, and philanthropic community. Meetings will be conducted in-person or virtually four (4) times throughout the planning process, concurrent with the three (3) public engagement activities.

3.3 Stakeholder Interviews: Facilitate eight to ten (8-10) stakeholder roundtables to discuss downtown's assets, issues, and opportunities. Stakeholders will be identified by the PMT in collaboration with the MKSK Team, with input by members of the Advisory Committee. Meetings will be conducted in one-hour sessions, with participants grouped by shared interests or themes, such as: Transportation, Community and Elected Officials, Businesses, Property Owners, and Resident Groups.

PROJECT UNDERSTANDING & APPROACH

3.4 Targeted Neighborhood Engagement: Ensure that the unique needs, histories, and aspirations of Lexington's neighborhoods are reflected in the downtown vision through a targeted neighborhood engagement strategy built on the following:

- Neighborhood Mapping & Relationship Building: Develop a stakeholder database, collaborate with trusted community members already active in the neighborhoods, and customize engagement strategies for each neighborhood's unique characteristics or concerns.
- Equity-Centered Engagement Tools: Ensure accessibility by translating materials to key languages spoken in Lexington, tap into active online neighborhood groups, and develop engagement strategies tailored to younger and older residents.
- Community Feedback Integration: Use mobile polling tools to capture real-time data, provide constant updates through newsletters, town halls, and digital dashboards, and establish Community Advisory Groups to serve as continuous touchpoints throughout the process.
- Deliverables: Summarize key insights, develop an engagement dashboard displaying real-time participation and engagement findings, and craft tangible strategies to address neighborhood-specific issues in the downtown plan.

3.5 Community Meetings: Host three (3) community meetings throughout this process to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the planning team, PMT, and other stakeholders. Critical to our foundational understanding of what Lexington residents desire and expect of their downtown, these meetings will be welcoming, interactive, and create a meaningful exchange of ideas.

3.6 Online Engagement: Broaden accessibility, transparency, and education through online resources and engagement, including a project website, social media promotion, digital surveys, and virtual information. Create a project website with engagement opportunities, regular updates, multilingual capability, and project background. Use online survey(s) as an opportunity to gather quantitative (multiple choice) and qualitative (open ended) data, with accessible, actionable questions.

3.7 Non-traditional and Creative Engagement: Take advantage of unique assets of the project team and Downtown Lexington by facilitating additional opportunities for public and stakeholder engagement, including with smaller-scale, flexible tactics to fill any gaps that surface in public engagement. Consider engaging with major downtown events (Pride, Comic Con, UK Basketball Games), local events (Farmer's Market, Dirt Bowl, StreetFest), local businesses, community organizations, and parks. There are also many opportunities to incorporate creative engagement strategies in core activities, with art-based activities, competitions, and interactive materials.

Task 4 – Plan Development and Recommendations

This task will focus on exploring opportunities for Downtown Lexington, starting with establishing a community-supported vision for the next 20 years of downtown growth. This vision, expanded on through an accompanying set of project goals, will touch on every aspect of what makes downtown the heart of its surrounding region. The vision for downtown will set a framework for recommendations around downtown's housing and market ecosystem, placemaking strategies, transportation and mobility improvements, and tree canopy enhancements. This vision will be grounded in reality through a feasible implementation strategy that outlines expected partners, potential timeframes, and needed policy changes.

4.1 Downtown Vision and Goals: Develop a vision for Downtown Lexington that aligns community sentiments from the engagement process with the findings from the existing conditions and market analysis. This downtown vision will address the definition of a Downtown Lexington boundary. The vision will be supported by more specific project goals addressing land use, catalyst sites, transportation, urban design, sustainability, market, and development.

4.2 Implementation Recommendations for Vision: Craft an implementation framework recommending specific and tangible actions for realizing the vision in the concept plan. The framework will consider LFUCG's capacity to implement this vision, determine roles, identify partnership opportunities, and recommend implementation timeframes.

4.3 Recommended Revisions to Zoning Ordinance: Recommend future zoning, overlay, regulatory revisions, ordinance updates, and regulatory improvements needed to support the vision for downtown established through this process.

4.4 Housing and Market Analysis Implementation Strategy: Provide recommendations to deliver the right types of development products in compatible districts, to align brand, identity and experience in ways that will lead to economically thriving places. Recommendations will include competitive positioning, affordability, land use, catalytic sites, mixed-use compatibility, districts, building typologies, value-adding public realm enhancements, and strategic use of funding tools.

4.5 Site Recommendations for Catalytic Sites: Prepare design concepts and strategies for the redevelopment of the selected catalyst sites faithful to the community-supported vision for downtown and grounded in reality by the results of the market and housing analysis and strategy. Initially, the physical planning and design concepts will likely have several alternatives for review, analysis, and discussion addressing objectives in the areas of desired land uses, adaptive-reuse, density, mobility recommendations, activation of identified activity hubs, and potential housing typologies. Preferred concepts will be developed for each site, and may include a conceptual site plan, massing diagrams, and photorealistic renderings.

PROJECT UNDERSTANDING & APPROACH

4.6 Short and Long Term Creative Placemaking Strategies: Discern the stories that the Lexington community wants to tell the outside world through placemaking strategies for downtown's built environment. Placemaking strategies will identify potential locations and public space activation, outline a cohesive district identity (or theme) for downtown, and craft conceptual plans for creative streetscape, public art, or infrastructure improvements.

4.7 Mobility Recommendations: Develop improvement concepts that promote walkable, active streets, with a focus on safety and pedestrian and bicycle circulation in and around downtown. Along with this, safety will be a key consideration. Recommendations will include immediate, low-cost actions as well as longer-term projects and will be illustrated with conceptual renderings and supported by planning level cost estimates.

4.8 Downtown Street Grid and Key Connections: Consider how major connector roads, like Broadway, Limestone, Manchester, and Richmond, provide access to downtown and how proposed improvements to pedestrian and bicycle facilities can be extended into nearby areas.

4.9 Temporary and Interim Transportation Strategies: Draft quick, low-cost, temporary mobility strategies that allow LFUCG, stakeholders, and the public to experience the benefits of a proposed solution without a large upfront cost. These may include painted curb extensions, temporary parklets, and pop-up bikes lanes.

4.10 Parking Analysis: Conduct a high-level evaluation of current parking demands and identify opportunities to enhance parking efficiency, focusing on parking needs identified from stakeholder and community input. The parking assessment may focus on special event parking, residential parking, and/or short-term business parking, depending on priorities that arise during plan development. The parking analysis will seek to balance the perception of parking (whether too much or too little) with anticipated demand to prioritize the best and highest use of space in downtown.

4.11 Tree Canopy Cover Strategies: Develop recommendations to enhance and maximize downtown's urban tree canopy. This will include a review of tree canopy data, an interview with Lexington's urban forester and relevant city staff, and a meeting with the Lexington Tree Board to understand existing challenges, priority needs, and opportunities for tree canopy downtown.

Task 5 – Draft Report

MKSK knows the power of a final deliverable in capturing a vision, celebrating it, and using that vision as a beacon during implementation. This task will include the development of final deliverables for Downtown Lexington that are graphically rich, understandable, and implementation focused.

5.1 Draft Plan Document: Compile and summarize the plan's process, findings, and final recommendations in a visually compelling summary document and presentation. The plan report will showcase illustrative graphics, renderings, and supporting documentation and will be augmented with a plan appendix to include the full market analysis and any other supplemental information. The document will follow an outline based on the tasks included in this scope of work, as shown below:

- Executive Summary
- Assessment of Existing Plans and Conditions
- Housing and Market Analysis
- Plan Development Process
- Updated Concept Plan and Study
- Implementation Strategy and Performance Matrix
- Appendix

Task 6 – Deliverables

The MKSK Team will support the LFUCG through an adoption process, by providing visual displays summarizing the plan's major components and graphics, presenting to key groups and commissions, and assisting in the sharing of the plan's vision.

6.1 Plan Adoption Meetings: Support the PMT through an adoption process by presenting the plan's key components at meetings required by LFUCG. The MKSK Team will be available for total of six presentations: two (2) meetings with the LFUCG Planning Commission, two (2) meetings with the Project Advisory Committee, one (1) public hearing for the LFUCG Planning Commission, and one (1) final report presentation to the Urban Council.

6.2 Final Plan Deliverables: Refine the draft plan document crafted in Task 5 per feedback resulting from the adoption meetings in this task, to create a final Lexington Downtown Area Master Plan. The MKSK Team will provide a PDF of the Final Report and Appendices, and all collected or created datasets, including GIS shapefiles.

SCHEDULE

Our approach to the Lexington Downtown Area Master Plan will be guided by analysis and engagement at each step along the way and take place through six (6) task phases, detailed in the chart below. This timeline is intended as an informed draft based on our team's understanding of the task deliverables as outlined in the RFP, and will need to be confirmed by LFUCG staff to finalize details and coordinate milestones.

	Months	1	2	3	4	5	6	7	8	9	10	11	12
Task 0 - Project Startup and Coordination													
0.1	Kickoff Meeting												
0.2	Project Management Team Meetings	Biweekly PMT Meetings											
Task 1 - Existing Land Use Plans Assessment and Inventory													
1.1	Plan Alignment												
1.2	Define the Downtown Area												
1.3	Existing Proposal Review												
1.4	Identify Activity Nodes/Districts												
1.5	Existing Conditions Analysis												
1.6	Downtown Area Neighborhoods												
1.7	Land Use and Development Inventory												
Task 2 - Housing and Market Analysis													
2.1	Market Analysis												
Task 3 - Public Engagement													
3.1	Community Engagement Plan												
3.2	Advisory Committee (AC) Meetings			AC1				AC2			AC3		
3.3	Stakeholder Interviews												
3.4	Targeted Neighborhood Engagement			Neighborhood engagement activities									
3.5	Community Meetings (CM)				CM1				CM2			CM3	
3.6	Online Engagement		Sustained online engagement and updates										
3.7	Nontraditional and Creative Engagement			Nontraditional engagement activities									
Task 4 - Plan Development and Recommendations													
4.1	Downtown Vision and Goals												
4.2	Implementation Recommendations for Vision												
4.3	Recommended Revisions to Zoning Ordinance												
4.4	Housing and Market Analysis Implementation Strategy												
4.5	Site Recommendations for Catalytic Sites												
4.6	Short and Long Term Creative Placemaking Strategies												
4.7	Mobility Recommendations												
4.8	Downtown Street Grid And Key Connections												
4.9	Temporary and Interim Transportation Strategies												
4.10	Parking Analysis												
4.11	Tree Canopy Cover Strategies												
Task 5 - Draft Report													
5.1	Draft Plan Document												
Task 6 - Deliverables													
6.1	Plan Adoption Meetings												
6.2	Final Plan Deliverables												

DOWNTOWN COLUMBUS STRATEGIC PLANS COLUMBUS, OH

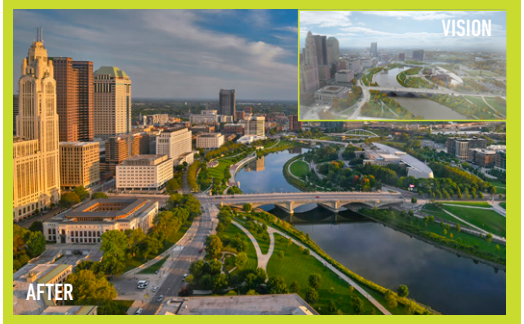
MKSK

The 2010 Downtown Columbus Strategic Plan and the 2022 Strategic Plan Update articulate an overall vision for the future that builds on current momentum to create a vibrant and economically sustainable downtown.

Across two decades of continual planning and implementation, MKSK has supported the transformation of Downtown Columbus, including a Downtown Columbus Strategic Plan in 2010 and an update in 2023. Since 2010, the number of downtown residents has more than doubled from just over 5,000 to more than 15,000. Investments in new park space and museums include the 33-acre Scioto Greenways that restored the Scioto River to its original width and created a new signature downtown park, and the National Veterans Memorial and Museum. The 52-acre, $500 million Scioto Peninsula mixed use neighborhood across the river from the Columbus Business District, is anchored by Dorrian Green which provides a new front door to the COSI Museum. A new downtown soccer stadium for the Columbus Crew and the new $220 million, 28-story Hilton hotel are two new downtown attractions. Multi-modal transportation continues to improve with work underway on two Bus Rapid Transit corridors and a new Amtrak station.

MKSK along with WSP is in the process of implementing one of the big ideas from the 2022 plan, with design of the Capital Line. This $100 million urban pathway through the heart of Downtown Columbus will connect major downtown destinations.





2010

SCIOTO PENINSULA MASTER PLAN + REMOVAL OF THE MAIN STREET DAM



CREATIVE CAMPUS MASTER PLAN & IMPLEMENTATION



ARENA DISTRICT MASTER PLAN



2013

SCIOTO GREENWAYS



LOWER.COM & ASTOR PARK REDEVELOPMENT



SCIOTO MILE & BICENTENNIAL PARK

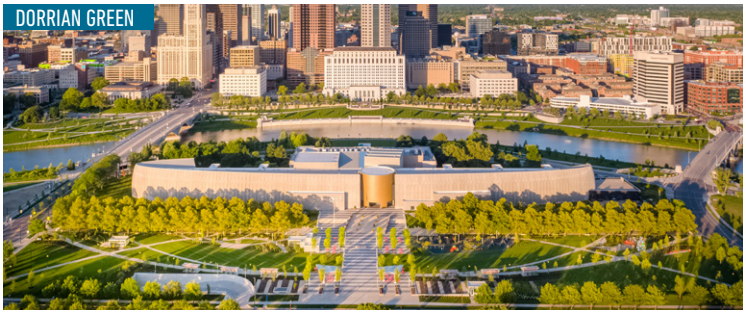


2016

STREET & CORRIDOR IMPROVEMENTS

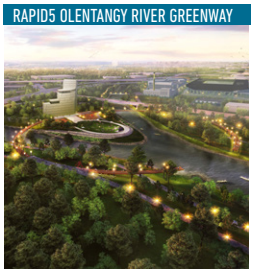


DORRIAN GREEN



2019

RAPID5 OLENTANGY RIVER GREENWAY



SCIOTO PENINSULA DEVELOPMENT URBAN DESIGN PLAN & IMPLEMENTATION



CAPITAL LINE



2024

Reference:
Downtown Columbus Inc.
Amy Taylor, President
614.645.3942
ataylor@downtowncolumbus.com

VIEW THE DOWNTOWN STRATEGIC PLAN
VIEW THE CAPITAL LINE

https://downtowncolumbus.com/about-us/plan/
https://downtowncolumbus.com/projects-initiatives/capitalline/

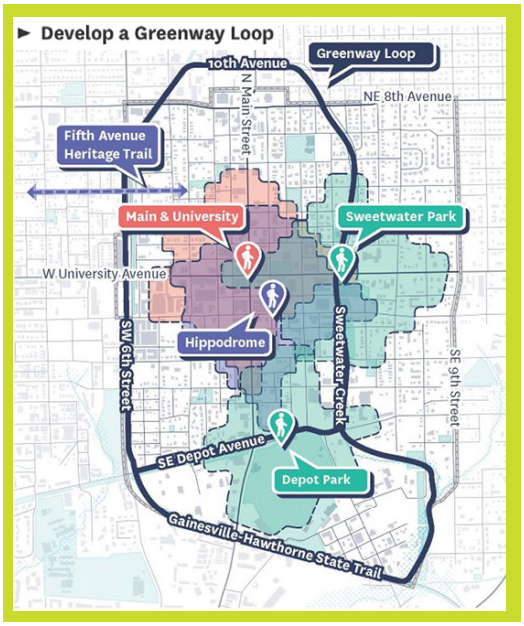
GAINESVILLE DOWNTOWN STRATEGIC PLAN GAINESVILLE, FL

MKSK DEVELOPMENTSTRATEGIES

Considering the past, present, and future of Downtown Gainesville and its surrounding neighborhoods to strategically outline opportunities for the next 10 years.

Through two years of close collaboration with the Gainesville community, MKSK and Development Strategies developed a Strategic Plan for Downtown Gainesville that aligns with and complements current plans and initiatives, builds on existing assets, connects with and uplifts adjacent neighborhoods, supports new residential and business opportunities, and focuses on specific steps for implementation. This community-based plan does more than set forth a collective vision for the future growth and revitalization of Downtown Gainesville. It also sets up a practical framework for implementation that leverages ongoing partnerships with stakeholders and the nearby University of Florida.

Following the plan's unanimous adoption by City Commission in October 2022, City leadership immediately focused on enabling the first steps toward implementation. These steps included a two-day implementation retreat, led by MKSK, with City leaders, community leaders, and open public participation. Through site tours with local residents and business owners, interviews with downtown stakeholders from peer communities, and detailed discussion regarding downtown place management, capital project funding approaches and supporting policy and legislation, the City and project partners are poised to make substantive progress towards the community's vision for Downtown Gainesville. MKSK is currently supporting the City's efforts toward establishing a Business Improvement District (BID) for downtown, a key implementation action in the plan.



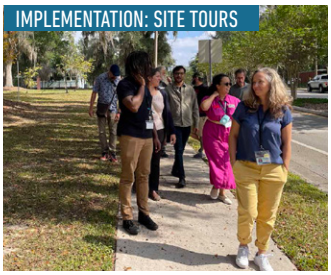
Awards:
2024 ASLA Florida Award of Honor
2023 International Downtown Association Award (IDA) of Excellence

Reference:
City of Gainesville
Sarit Sela, AIA, AICP, LEED AP
352.393.8649
selas@cityofgainesville.org

VIEW THE GAINESVILLE STRATEGIC PLAN


PUBLIC ENGAGEMENT MEETINGS


IMPLEMENTATION: STAKEHOLDER WORKSHOP


IMPLEMENTATION: SITE TOURS

https://www.gainesvillefl.gov/files/assets/public/v/2/sustainable-development/documents/downtownstrategicplan-approved2022.pdf

DECATUR TOWN CENTER PLAN 2.0 DECATUR, GA

MKSK DEVELOPMENTSTRATEGIES

Supporting community growth and infill while retaining small town charm.

A vibrant in-town city just outside Atlanta, Decatur, Georgia is renowned in the region as a shining example of a growing, diverse, and walkable community. With more than 3,500 downtown residents and a MARTA rail station connecting the city with Metro Atlanta, Downtown Decatur has experienced incredible growth and infill within the last five years. As the first comprehensive look at Downtown Decatur in more than 40 years, the Decatur Town Center 2.0 Plan was an opportunity to evaluate how past planning efforts have been implemented, to take stock of the current state of downtown, and to create a new vision that carries downtown forward.

MKSK, together with Development Strategies, developed a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items. These Action Items help move downtown forward and achieve the promise of the vision created by the community through this planning process. This Vision for Downtown concludes with the re-imagining of three Opportunity Sites as mixed use and mixed income development, one of which is already slated for redevelopment with uses similar to those articulated in the plan. Since the plan's unanimous adoption, the City has funded the redesign for Decatur Square envisioned in the plan, and welcomed the announcement of a new hotel nearby.



Award:
2024 IDA Award of Excellence

Reference:
City of Decatur, Georgia
Angela Threadgill, Planning & Economic Development Director
404.371.8386
angela.threadgill@decaturga.com

VIEW THE DECATUR TOWN CENTER PLAN 2.0


COMMUNITY ENGAGEMENT & OUTREACH





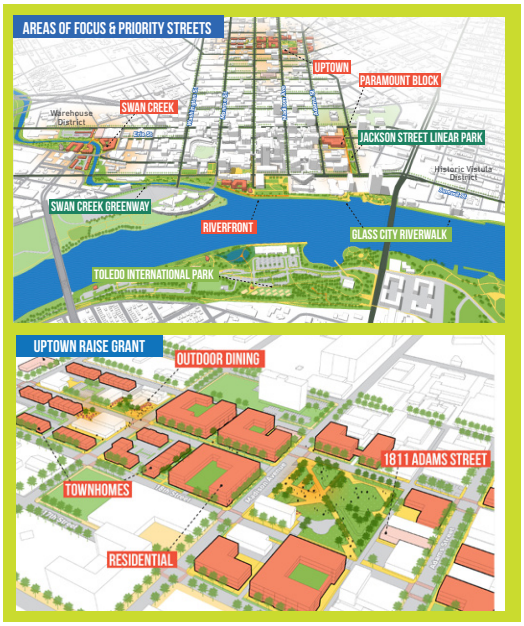
https://www.decaturga.com/media/27686

DOWNTOWN TOLEDO MASTER PLAN TOLEDO, OH

MKSK
DEVELOPMENTSTRATEGIES

Toledo's downtown resurgence continues with an updated Master Plan and investments in streets, mobility, and infrastructure.

MKSK's work with ConnecToledo, the City of Toledo, Lucas County, and Metroparks has resulted in the implementation of all 12 of the Downtown Plan's priority action items. The results since 2017 benefit all Toledoans: $244 million of completed catalytic projects, from the new ProMedica corporate headquarters to Promenade Park, to the residential conversion of downtown office towers and warehouse buildings for both market rate and workforce housing. Investment in the riverfront is nearly complete. More than $425 million of additional catalytic projects are currently implemented or underway, including the $200 million Glass City and International Park Metroparks that fulfill the community's vision of a restored riverfront park system on both sides of the Maumee River. An $80 million renovation to the Glass City Convention and Event Center and attached hotel is currently underway that will boost downtown's hospitality market. Downtown mobility improvements have also been made, with a new transit center, completion of the Jefferson Avenue Cycletrack, and the pedestrian-focused streetscape improvements complete on Summit Street. As a result of this planning effort and additional planning work by MKSK in downtown's Uptown neighborhood, Toledo was awarded a 2023 RAISE Grant of $20 million. Through this grant, Uptown will see significant investment in area streets, streetscapes, placemaking, and alternative transportation infrastructure. MKSK is currently working with Metroparks to design improvements to International Park to ensure east-side nieghbors have equitable access to the downtown riverfront.



Reference:
ConnecToledo
Paul Toth, President
419.249.5494
ptoth@connectoledo.org

VIEW THE DOWNTOWN TOLEDO MASTER PLAN

https://www.connectoledo.org/media/1331/23-1205-toledo-downtown-plan-update-final.pdf







DOWNTOWN VISION & NEIGHBORHOOD PLANS AKRON, OH

MKSK
DEVELOPMENTSTRATEGIES

Leveraging downtown growth to uplift nearby neighborhoods.

MKSK led a multidisciplinary team to create a vision for Downtown Akron that serves to guide public and private investment for downtown and central city area. The market-based plan fosters a rich diversity of downtown places and spaces that will attract and support people who live, work and play in Downtown Akron. With a focus on Main Street, the Downtown Akron Partnership and the City of Akron have been working since 2017 to implement public realm, streetscape, residential, retail and redevelopment projects. More than 500 residential units have been added in downtown through rehab projects at the Bowery Blocks, Canal Place and 159 Main Street.

Investments in public spaces have also been completed, with public art at Northside Green and the $10 million renovation of Lock 3. All of these projects are linked together by the $27 million investment in the Main Street Promenade that added a cycletrack, transit improvements, and new landscaping to create a comfortable, walkable, tree-lined corridor. Planning and design work has continued to guide additional investment in downtown through an MKSK-led Transit Oriented Development Feasibility Study and Main Street Catalyst Site Capacity Studies to determine market supported uses and required investment in transit infrastructure and public realm improvements. MKSK has also led plans for each of the neighborhoods adjacent to Downtown Akron to ensure that community investments uplift existing residents and connect them to the opportunities, jobs and activities that exist downtown. MKSK is finishing a plan update now that refreshes market data, studies equitable outcomes, and creates new focus area plans for downtown.



Reference:
Downtown Akron Partnership
Kimberly Beckett, President & CEO
330.374.7676
kbeckett@downtownakron.com

VIEW THE DOWNTOWN VISION + REDEVELOPMENT PLAN. VIEW THE NEIGHBORHOOD PLANS: MIDDLEBURY, KENMORE, UNIVERSITY PARK, WEST AKRON







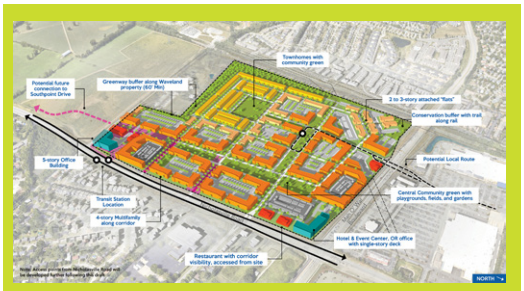
IMAGINE NICHOLASVILLE ROAD LEXINGTON, KY

MKSK WSP

Crafting a joint transportation and land use vision for one of Lexington's key corridors.

MKSK and WSP engaged the Lexington community to create a vision for Nicholasville Road, a major arterial that connects Downtown Lexington with neighboring Jessamine County. The study focuses on creating a joint transportation and land use vision for the corridor that pairs Bus Rapid Transit (BRT) with Transit Oriented Development (TOD). The study reached a wide demographic of the Lexington community through a vigorous engagement process. This included two public meetings, and an online survey with more than 5,000 responses.

The final plan re-imagines Nicholasville Road as a premium transit corridor and includes concepts for three catalyst sites. The sites, which include an aging retail shopping center, a traditional suburban mall, and a research farm owned by the University of Kentucky, were selected using a methodology involving objective criteria and input from the community. The concepts illustrate how TOD can occur on Nicholasville Road as commercial properties redevelop, and how this can help address Lexington's housing needs. The study's proposed transportation improvements create a vision for how to create a more pedestrian and transit-oriented street, with the goal of improving and increasing public transit use to move people more efficiently along this important regional corridor. Recommendations from this study will be used to guide future development efforts and decision-making for Nicholasville Road. The study will also be used to prioritize transportation investments and coordinate them with redevelopment as it occurs over time.





Reference:
Lexington-Fayette Urban County Government
Kenzie Gleason, Administrative Officer, Planning
859.258.3605
kgleason@lexingtonky.gov

VIEW IMAGINE NICHOLASVILLE ROAD PLAN

https://www.imaginelexington.com/imaginenicholasville



BUTCHERTOWN, PHOENIX HILL & NULU NEIGHBORHOOD PLAN LOUISVILLE, KY

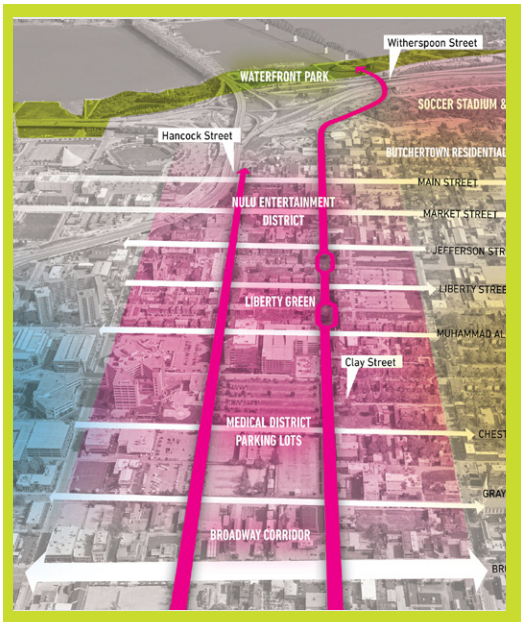
MKSK WSP

A guiding document for future grow for three of Louisville's most vibrant and walkable downtown neighborhoods.

The Butchertown, Phoenix Hill, and NuLu Neighborhood Plan looked at three communities to create a guiding document for future growth. Just east of downtown, the 6.3-square-mile study area includes some of the most vibrant and unique communities in Louisville. The engagement process involved one public meeting, neighborhood canvassing with plan ambassadors, a website and online survey, and participation in various Neighborhood Advisory Group Meetings. This planning effort allowed residents to proactively address mobility, affordability, and historic preservation concerns.

The primary goal of this plan is to anticipate growth and develop an approach where new developments benefit residents across all socioeconomic groups. The Plan identified potential development sites along key corridors and recommends zoning and form district updates to encourage walkable and compact developments, establishes a connectivity framework based on converting one-way pairs into two-way complete streets, and sets a vision for the Beargrass Creek Greenway that includes open space and new development facing the creek.

The study ran in tandem with an additional data-driven connectivity analysis conducted by WSP that studied multi-modal connections to new and recent attractions.



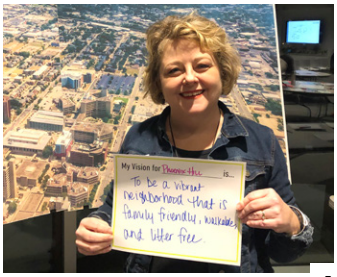
Reference:
Louisville Metro Public Works
James Maynard, PE
502.574.6789
james.maynard@louisvilleky.gov

VIEW THE BPN NEIGHBORHOOD PLAN

https://louisvilleky.gov/office-planning/document/bpn-neighborhood-plan-ord







COST PROPOSAL

This fee proposal is based on our current understanding of the issues and expectations outlined in the request for proposals. We have prepared our budget to correspond with the key segments of the project approach as requested in the RFP, and including other primary components of our proposal. We are prepared to refine and adjust the scope of services and schedule meet your exact needs. If selected, we recommend a detailed scoping meeting to make any necessary adjustments and modify the fee allocations accordingly.

Task	Task Total
Task 0 – Project Startup and Coordination	$17,000
Task 1 – Existing Land Use Plans Assessment and Inventory	$45,875
Task 2 – Housing and Market Analysis	$55,000
Task 3 – Public Engagement	$133,500
Task 4 – Plan Development and Recommendations	$155,200
Task 5 - Draft Report	$62,000
Task 6 - Deliverables	$26,500
Total Fee	**$495,075**

Hourly Rates	Hourly Rate
MKSK	
Andrew Overbeck, Andy Knight, Chris Hermann, Principal	$300
Luis Calvo, Associate Principal	$250
Lyn Wenzel, Associate	$200
Carley Lemon, Urban Planner III	$175
Urban Planner II, Landscape Architect II	$160
Urban Planner I, Landscape Architect I	$140
Administration/Intern	$95
Development Strategies	
Matt Wetli, Principal	$275
Anu Samarajiva, Senior Associate	$200
WSP	
Elizabeth Farc, Senior Consultant	$175
Daniel Baer, Senior Vice President	$412
Austin Obenauf, Lead Consultant	$208
Consultant	$144
EHI Consultants	
Ed Holmes, Principal	$200
Ryan Holmes, Project Manager	$185
CivicLex	
Richard Young, Executive Director	$135
Kit Anderson, Deputy Director	$100
Project Specialist, Communications Specialist	$75
Urban Canopy Works	
Rachel Comte, Principal	$175

APPENDIX: REQUIRED FORMS



Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, KY_MKSK + WSP

AFFIDAVIT

Comes the Affiant, Andrew Overbeck / MKSK, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Andrew Overbeck and he/she is the individual submitting the proposal or is the authorized representative of MKSK, Inc., 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 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. 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 Ohio

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Andrew Overbeck on this the 13th day of March, 2025

My Commission expires: 12-02-2025

Ahmed A Mohamednur
State of Ohio
Notary Public
Commission No. 2018-RE-756854
My Commission Expires 12/2/2028

NOTARY PUBLIC, STATE AT LARGE

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	MKSK, Inc. *Name of Business*

AFFIRMATIVE ACTION PLAN / DIVERSITY PRACTICES

MKSK

We are committed to solving the pressing issues in our cities and communities. We do this by focusing on the interaction between people and place. We build on local strengths to create stronger communities and healthier environments.

At MKSK, we celebrate the diversity of the lived experiences and perspectives of each and every person while planning and designing inclusive communities and spaces that emphasize our shared humanity. The work we do at MKSK is strengthened when a diversity of people and perspectives are equitably included and able to come together to shape place, improve lives, and share the story.

MKSK is an equal opportunity employer that is committed to diversity, equity, and inclusion in the workplace. We prohibit discrimination of any kind based on race, ethnicity, religion, national origin, sex, gender identity, sexual orientation, age, disability, physical ability, veteran status, genetic information, pregnancy, or any other protected characteristic as provided by federal, state, or local laws. MKSK is dedicated to unbiased recruiting, hiring, career-development opportunities, healthcare, and employment practices, policies, and procedures. We recognize that all of us will gain in the end, as employers and employees and partners, minorities and majorities, when each of us becomes committed to this goal.

Our efforts extend far beyond program compliance through meeting a specific percentage of contract dollars. When we begin the process of developing a project team, we do an initial evaluation of the technical needs of the project, assess our internal staff availability and experience, and list opportunities where meaningful and measurable services can be provided by other team members, particularly minority-owned, women-owned or small business firms. Whenever possible, we will breakdown project scopes into smaller units to achieve greater participation.

The Team's commitment to utilize diverse businesses is ongoing. We actively strive to identify and outreach to local diverse A/Es and consultants to develop working relationships. We have developed strategic approaches and methodologies for achieving each client's desired diverse business goals. MKSK supports these programs primarily by working with locally based A/E and subject matter specialists firms as consultants on our projects. As part of these relationships, we negotiate for professional services and often provide mentoring to grow the capabilities of their staff. Our business objective is to develop project teams that provide value to the project, client and community. Helping to mentor and grow these local, small, and disadvantaged businesses directly reinforces that objective.

Honoring our commitment to diversity, equity, and inclusion, MKSK has committed to the Landscape Architecture Foundation's (LAF) campaign to support mentorship and scholarship programs for BIPOC students of Landscape Architecture, with an investment of $10,000 per year over the next five years.

mkskstudios.com

WORKFORCE ANALYSIS FORM

Name of Organization: MKSK, INC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators	23	19	4														
Professionals	55	29	19	1	1					1	4						
Superintendents																	
Supervisors																	
Foremen																	
Technicians	39	10	15	2			1			1	10						
Protective Service																	
Para-Professionals																	
Office/Clerical	14	1	11			1					1						
Skilled Craft																	
Service/Maintenance																	
Total:	131	59	49	3	1	1	1			2	15						

Prepared by: Ahmed Mohamednur, Controller **Date:** 02 / 24 / 2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: MKSK, Inc.

Complete Address: 607 West Main Street (Street) Louisville, KY (City) 40202 (Zip)

Contact Name: Andrew Overbeck Title: Principal

Telephone Number: 614.621.2796 Fax Number: _____

Email address: aoverbeck@mkskstudios.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 4-2025

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Consultants Edward Holmes 333 W. Vine St. Lexington, KY 40507 859.425.4881 holmes@ ehiconsultants.com	DBE, MBE	Community Engagement	$40,075	8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

MKSK, Inc.
Company

Company Representative

3/13/25
Date

PRINCIPAL
Title

Outlook

FW: Lexington Downtown Plan

From Andy Knight <aknight@mkskstudios.com>
Date Thu 3/6/2025 4:49 PM
To Devon Mayhugh <dmayhugh@mkskstudios.com>

Andrew Knight PLA, ASLA
Principal

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | LOUISVILLE | ORLANDO | WASHINGTON D.C.

cell 859.559.7337

From: Ed Holmes <holmes@ehiconsultants.com>
Sent: Tuesday, November 19, 2024 11:05 AM
To: Andy Knight <aknight@mkskstudios.com>
Cc: Andrew J. Overbeck <aoverbeck@mkskstudios.com>
Subject: RE: Lexington Downtown Plan

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good morning Andy,

We are looking forward to teaming with you on the downtown master plan. I am available to meet on the 26th. Let me know the time and location. Thanks,

Edward J. Holmes, AICP
President

EHI Consultants
333 W. Vine Street
Suite 300
Lexington, Kentucky 40507
ph. 859.425.4881
fax. 859.254.8639
cell. 859.321.5643

holmes@ehiconsultants.com
www.ehiconsultants.com

From: Andy Knight <aknight@mkskstudios.com>
Sent: Tuesday, November 19, 2024 11:03 AM
To: Ed Holmes <holmes@ehiconsultants.com>
Cc: Andrew J. Overbeck <aoverbeck@mkskstudios.com>
Subject: Lexington Downtown Plan

Good morning Ed. Although the Downtown Lexington MP RFP hasn't hit the streets, I'd like to confirm with you that you are interested in joining the MKSK team. If so, we are planning to meet with WSP on the 26th at noon to discuss current state of affairs and strategies for our proposal response. You are more than welcome to join us. I'm sure our team would greatly benefit from your insight.

Happy to chat prior to the 26th as well if you'd like.
Andy

Andrew Knight PLA, ASLA
Principal

MKSK
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cell 859.559.7337

Outlook

FW: Lexington Downtown Plan - MKSK Teaming

From Jane Jordan <jjordan@mkskstudios.com>
Date Thu 3/6/2025 1:07 PM
To Devon Mayhugh <dmayhugh@mkskstudios.com>

Jane Jordan
Principal, Chief Business Development Officer

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

office 614 621 2796
cell 513 313 4348
web mkskstudios.com

dialogue | linkedin | facebook | instagram | issuu

From: Jane Jordan
Sent: Monday, February 24, 2025 9:11 AM
To: Rachel Comte <rachel@urbancanopyworks.com>
Subject: RE: Lexington Downtown Plan - MKSK Teaming

Hi Rachel,

Great news!

I'll check our schedule and send you an invitation for tomorrow afternoon or Wednesday.

Jane Jordan
Principal, Chief Business Development Officer

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

office 614 621 2796
cell 513 313 4348
web mkskstudios.com

dialogue | linkedin | facebook | instagram | issuu

From: Rachel Comte <rachel@urbancanopyworks.com>
Sent: Monday, February 24, 2025 9:06 AM
To: Jane Jordan <jjordan@mkskstudios.com>
Subject: Re: Lexington Downtown Plan - MKSK Teaming

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Jane - Thanks for reaching out. I'm definitely up to discussing a collaboration for the Task 4 piece you mentioned. We are a SBA certified WOSB (100% woman owned). Our KY application is in the works (a matter of finding time). But the SBA thing usually is enough. Let me know if you want to scheduled a conversation. I'm open tomorrow afternoon or anytime on Wednesday. Thanks - Rachel

On Fri, Feb 21, 2025 at 3:28 PM Jane Jordan <jjordan@mkskstudios.com> wrote:

> Hi Rachel,
>
> I am excited to get back to you with an opportunity to collaborate.
>
> MKSK is pursuing the attached Lexington, KY Downtown Plan as the prime. Would you be interested in discussing joining our team for the following scope element:
>
> Task 4. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics
>
> Please can you also confirm that you are registered as a KY WBE.
>
> Thank you!
>
> Jane Jordan
> Principal, Chief Business Development Officer
>
> **MKSK**
> COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON
>
> **office** 614 621 2796
> **cell** 513 313 4348
> **web** mkskstudios.com
>
> dialogue | linkedin | facebook | instagram | issuu

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Rachel Comte | Principal; Urban Planner; Arborist
Urban Canopy Works, LLC
www.urbancanopyworks.com
ISA Board Certified Master Arborist® & TRAQ OH-6296B
859.638.2044

Outlook

LFUCG Certified List

From Sherita Miller <smiller@lexingtonky.gov>
Date Thu 3/6/2025 3:25 PM
To dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com>

1 attachment (110 KB)
LFUCG Certified List_February 2025_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Devon,

Per our telephone conversation, attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

250Lex
1775 – 2025

Outlook

LFUCG Certified List

From Sherita Miller <smiller@lexingtonky.gov>
Date Thu 3/6/2025 3:25 PM
To dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com>

1 attachment (110 KB)
LFUCG Certified List_February 2025_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Devon,

Per our telephone conversation, attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

1775 – 2025

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	MKSK, Inc.	**Date:**	March 6, 2025
Project Name:	Downtown Area Master Plan	**Project Number:**	#4-2025
Contact Name:	Andrew Overbeck	**Telephone:**	614.621.2796
Email:	aoverbeck@mkskstudios.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text. EHI Consultants, CDTA, Kolar Design, All Together, Added Dimension

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☑ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☑ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☑ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☑ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☑ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☑ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☑ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☑ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text. See attached documentation following this form

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

MKSK, Inc.
Company

3/13/25
Date

Company Representative

PRINCIPAL
Title

4870-1925-6809, v. 1

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.

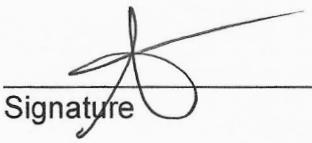
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern 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

3/13/25

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 to the extent caused by or resulting from or arising out of any negligent 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, and 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 to the extent that they have arisen, directly or indirectly, from or by CONTRACTOR's negligent 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, and 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

MKSK

Louisville
Columbus
Atlanta
Chicago
Cincinnati
Cleveland
Greenville
Indianapolis
Lafayette
Orlando
Rochester
Washington, DC

DOWNTOWN AREA MASTER PLAN PROJECT

The Lexington-Fayette Urban County Government's Division of Planning is initiating the development of a comprehensive Downtown Area Master Plan for downtown Lexington.

In 2024, the Urban County Council recommended the creation of this new plan to replace the current Downtown Area Master Plan, which was last adopted in 1975. This updated plan will align with the goals and vision of *Imagine Lexington 2045*, providing both short-term (0–5 years) and long-term (5–20 years) priorities through clear and actionable implementation strategies. Emphasis will be placed on sustainable growth, equitable redevelopment, and establishing a vibrant and distinctive urban identity.

A consulting firm has been engaged to lead the development of the Downtown Area Master Plan. The selected consultant will assess current conditions, including infrastructure, the built environment, natural resources, and physical constraints and opportunities that impact downtown Lexington.

The plan will include detailed land use designations; strategies to enhance connectivity between downtown and adjacent neighborhoods; identification of opportunities for economic development and housing; and the establishment of a proposed boundary for the downtown area. The planning process will also prioritize equitable public engagement to ensure that the voices of historically underserved and underrepresented communities are meaningfully included in shaping the future of downtown.

RFP RESPONSES

The Division of Planning received eight responses to the Request for Proposals (RFP). MKSK Inc. was selected as the consultant due to their comprehensive and detailed proposal. Their familiarity with downtown Lexington—demonstrated through previous work on projects such as streetscape improvements and Tandy Park—was an added advantage.

PROJECT FUNDING

The Fiscal Year 2025 budget included a $500,000 allocation for the Downtown Area Master Plan. The awarded contract totals $495,075.

ADVISORY COMMITTEE

An advisory committee will be established to provide guidance throughout the planning process. The committee will consist of approximately 15 members. Final coordination of committee appointments and meeting schedules will occur following contract finalization and Council approval.

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (RFP NO. 4-2025) WITH MKSK, INC., D/B/A MKSK, FOR THE DOWNTOWN AREA MASTER PLAN, AT A COST NOT TO EXCEED $495,075.00.

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 by reference, with MKSK, Inc., d/b/a MKSK, for the Downtown Area Master Plan.

Section 2 - That an amount, not to exceed the sum of $495,075.00, be and hereby is approved for payment to MKSK, Inc., d/b/a MKSK, from account #1105-160701-0001-71299, 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
0404-25:BS:4931-2524-7290, v. 1

RESOLUTION NO. 196 -2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (RFP NO. 4-2025) WITH MKSK, INC., D/B/A MKSK, FOR THE DOWNTOWN AREA MASTER PLAN, AT A COST NOT TO EXCEED $495,075.00.

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 by reference, with MKSK, Inc., d/b/a MKSK, for the Downtown Area Master Plan.

Section 2 - That an amount, not to exceed the sum of $495,075.00, be and hereby is approved for payment to MKSK, Inc., d/b/a MKSK, from account #1105-160701-0001-71299, 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: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0404-25:BS:4931-2524-7290, v. 1

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 14, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MKSK, INC, (**CONSULTANT**).

WHEREAS, OWNER intends to proceed with a Downtown Area Master Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

WHEREAS, the requested services are to include professional services for development of a master plan for the city ("Project") as contemplated in the **OWNER**'s Request for Proposal No. 4-2025.

WHEREAS, CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 4-2025.

WHEREFORE, OWNER and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which shall include development of the Downtown Area Master Plan.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 4-2025 (Exhibit "A"); Consultant's Response dated March 14, 2025 (Exhibit "B")

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2025 (Exhibit "A"), Consultant's Response dated March 14, 2025 (Exhibit "B").

After written authorization to proceed with the **PROJECT, CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER.**
2. On the basis of "Selection Criteria" in the "Request for Proposal", attached in Exhibit "A", conduct inventories and gather other necessary data or information, prepare/perform all required deliverables listed in the Request for Proposal, and the Response to the Request for Proposal. See Exhibits "A", and "B" for complete listing of all deliverables.

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by this Agreement. Such work shall be considered as "Additional Services", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Lexington Fayette Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Assist **CONSULTANT** by placing at their disposal available information pertinent to the Project.

3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. CONSULTANT shall commence services no later than May 16, 2025, shall endeavor to finalize Project deliverables on or before July 17, 2026, and Project completion on or before November 16, 2026.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for services rendered a fee not exceeding $495,075. The CONSULTANT will provide services as outlined in this Agreement.

5.2 Times of Payment.

OWNER shall make payment under this Agreement upon timely submission of an invoice(s) from **CONSULTANT** specifying that the services have been performed, accompanied by data satisfactory to **OWNER** to document entitlement to payment for the services performed to date. **OWNER** shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. **OWNER** reserves the right to refuse payment if it is determined by **OWNER** that the services performed, or materials provided for the services are inadequate or defective.

5.2. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

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

Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.2. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize themselves with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues.

6.3. Successors and Assigns.

6.3.1. **CONSULTANT** binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.3.2. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.4. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning and Preservation, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.5. Security Clause.

The **CONSULTANT** certifies that they shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.6. Access to Records.

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for five (5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include, but not be limited to the following: 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 apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: Linda Gorton

LINDA GORTON, MAYOR

Date: 5/16/2025

CONSULTANT MKSK INC:

Signature: _____

Printed Name: ANDREW OVERBECK

Position: PRINCIPAL

Date: APRIL 14, 2025

DOWNTOWN AREA MASTER PLAN PROJECT

The Lexington-Fayette Urban County Government's Division of Planning is initiating the development of a comprehensive Downtown Area Master Plan for downtown Lexington.

In 2024, the Urban County Council recommended the creation of this new plan to replace the current Downtown Area Master Plan, which was last adopted in 1975. This updated plan will align with the goals and vision of *Imagine Lexington 2045*, providing both short-term (0–5 years) and long-term (5–20 years) priorities through clear and actionable implementation strategies. Emphasis will be placed on sustainable growth, equitable redevelopment, and establishing a vibrant and distinctive urban identity.

A consulting firm has been engaged to lead the development of the Downtown Area Master Plan. The selected consultant will assess current conditions, including infrastructure, the built environment, natural resources, and physical constraints and opportunities that impact downtown Lexington.

The plan will include detailed land use designations; strategies to enhance connectivity between downtown and adjacent neighborhoods; identification of opportunities for economic development and housing; and the establishment of a proposed boundary for the downtown area. The planning process will also prioritize equitable public engagement to ensure that the voices of historically underserved and underrepresented communities are meaningfully included in shaping the future of downtown.

RFP RESPONSES

The Division of Planning received eight responses to the Request for Proposals (RFP). MKSK Inc. was selected as the consultant due to their comprehensive and detailed proposal. Their familiarity with downtown Lexington—demonstrated through previous work on projects such as streetscape improvements and Tandy Park—was an added advantage.

PROJECT FUNDING

The Fiscal Year 2025 budget included a $500,000 allocation for the Downtown Area Master Plan. The awarded contract totals $495,075.

ADVISORY COMMITTEE

An advisory committee will be established to provide guidance throughout the planning process. The committee will consist of approximately 15 members. Final coordination of committee appointments and meeting schedules will occur following contract finalization and Council approval.

EXHIBIT A - RFP 4-2025

Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2025 Downtown Area Master Plan** 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 **March 14, 2025.** 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 Central Purchasing 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 Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing 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 Central Purchasing 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 Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a 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 Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs. 30 points
2. Related experience of the firm/team with similar projects comparable in type, size, and complexity. 20 points
3. Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process. 20 points
4. Demonstrated ability to perform high quality work, to control costs, and to meet project schedules. 20 points
5. Pricing approach related to the tasks listed. 10 points

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 regarding this RFP shall be addressed through: 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. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, 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 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. 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 _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

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	*Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ **Date:** _____/_____/_____

(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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
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 (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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. Black American, Asian American, Hispanic American, Native American)*

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

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

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

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

Company **Company Representative**

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of 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. **Note: Form required if a subcontractor is being substituted on a contract.**

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

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.

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

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **Note: Failure to submit 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 and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ **Date:** _____

Project Name: _____ **Project Number:** _____

Contact Name: _____ **Telephone:** _____

Email: _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

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 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
Excess/Umbrella Liability	$1 million per occurrence

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
Request For Proposals.

RECONNECTING TO OUR DOWNTOWN

Lexington's Downtown Area Master Plan

RFP Issue Date: February 13, 2025
Proposal Due: March 14, 2025

Division of Planning
101 E. Vine St. Suite 700
Lexington, KY. 40507

I. TABLE OF CONTENTS

II. PROJECT BACKGROUND AND DESCRIPTION 03

III. SCOPE OF WORK 04

Task 1 – Existing Land Use Plans Assessment and Inventory
Task 2 – Housing and Market Analysis
Task 3 – Public Engagement
Task 4 – Plan Development and Recommendations
Task 5 - Draft Report
Task 6 – Deliverables

IV. PACKAGING OF PROPOSAL 078

V. SELECTION CRITERIA 08

VI. DEFINED INFILL AND REDEVELOPMENT AREA MAP 09

II. PROJECT BACKGROUND AND DESCRIPTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to develop a Downtown Area Master Plan that guides the future of Lexington's downtown. As a LEED Silver certified city, Lexington is committed to sustainability and innovation. The master plan should align with Imagine Lexington 2045 and provide short-term (0-5 years) and long-term (5-20 years) priorities with clear, actionable strategies for implementation. These strategies will prioritize sustainable growth, redevelopment, and the creation of a distinct urban identity.

Lexington downtown's proximity to major higher education institutions, including the University of Kentucky and Transylvania University, fosters a dynamic, diverse population and drives economic vitality and innovation. Additionally, the walkable neighborhoods surrounding the downtown area offer a mix of historic and modern residential options, local businesses, and green spaces, contributing to a high quality of life. The plan will highlight the need to connect these surrounding neighborhoods while supporting inclusive growth throughout the downtown area.

Key goals include promoting housing and investment, supporting tourism, enhancing pedestrian and bicycle safety, and enhancing connectivity between downtown and surrounding neighborhoods. The plan will feature conceptual designs and practical, phased recommendations for implementation to guide infill development and create a vibrant, cohesive downtown area.

Eligible firms must demonstrate experience collaborating with local governments on downtown area master plans and deliver a plan that incorporates best practices in urban design, redevelopment, and community engagement. Proposals must address growth strategies, promoting urban living, and design standards while honoring Lexington's unique character.

LFUCG seeks a forward-thinking partner to create a dynamic, actionable master plan that positions Downtown Lexington as a premier destination for residents, businesses, and visitors while advancing the city's equity and sustainability goals as a LEED Silver certified city.

QUESTIONS

All inquiries regarding this Request for Proposals should be directed to:
https://lexingtonky.ionwave.net

SUBMISSION

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

A brief history and the firms experience working with local municipalities on similar planning efforts, as well as details about the consulting firm or firms on the team.

The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.

Why your team is best suited to develop the Downtown Master Plan. What unique ideas or experience does your team bring to the table?

Examples of projects within the last five (5) years of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.

Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

NO PROPOSALS WILL BE ACCEPTED PAST THE DEADLINE.

III. SCOPE OF WORK

The purpose of this RFP is to contract a firm to develop a Downtown Area Master Plan with a desired project timeline not to exceed 18 months. The plan will include recommendations on zoning, land use, transportation, public spaces, housing, sustainability, economic development, tourism, and historic preservation.

The plan's goals are to:

1. Engage community stakeholders to seek input on the development and growth of downtown and surrounding areas.
2. Establish a vision for the development of downtown including illustrated best practices for design standards that establish guidelines supported by the stakeholders.
3. Develop goals and prioritize strategies for implementing a plan focused on public and private investment in the downtown area.
4. Identify key redevelopment sites and strategies to jumpstart development.
5. Recognize and connect surrounding neighborhoods through pedestrian-oriented and dedicated connections.
6. Review and provide recommendations for updates to zoning regulations, Design Guidelines for the Courthouse Area, Historic Overlay Guidelines and any other guidelines within the study area with emphasis placed on regulations that support priority areas.

At a minimum, the Downtown Area Master Plan should address the following areas of focus:

1. Summary of existing conditions and issues, including land use, zoning, housing, and infrastructure conditions.
2. Assessment of current City plans as well as other relevant plans.
3. Vision and goals for the downtown area; including ways to connect to adjacent districts, corridors, and neighborhoods.
4. Recommend policies and programs to implement the community vision, as well as tell the unique story of Lexington's downtown.
5. Detailed implementation strategy, action plan and LFUCG departments involved to move the plan forward that includes recommendations from the Housing and Market Analysis.
6. Transportation assessment and recommendations.
7. Site specific recommendations for 3 catalytic sites in or directly connected to the downtown.
8. Recommendations for opportunities for funding, including both private and governmental sources.

TASK 1 – EXISTING LAND USE PLANS ASSESSMENT AND INVENTORY

Leadership, community, and economic development strategies are essential as the City continues to grow. The selected consultant will develop planning-level concepts to support growth, development and implementation. This includes a thorough assessment of current conditions in the study area, incorporating reviews of existing plans, what has been implemented, review of infrastructure and public amenities, assess parking, mobility, traffic distribution, accessibility and relevant studies. The assessment will focus on, but not be limited to, the following areas:

1. Review existing plans and the historical development of Lexington utilizing the Defined Infill and Redevelopment Area map. The Defined Infill and Redevelopment Area is not the project boundary; instead, the downtown boundary will be determined within this area and serve as the foundation for developing a Downtown Area Master Plan.
2. Define the Downtown area.

3. Review existing proposals for future land uses, development, zoning, housing, and public facilities and compare to conditions "on the ground" today.
4. Identify activity nodes within the Infill and Redevelopment Area outside of the downtown area that could be developed as distinct districts.
5. Analyze and document existing conditions and issues related to land use, housing, and infrastructure.
6. Identify and map downtown area neighborhoods.
7. Inventory current land uses and evaluate potential developments based on land use plans.

TASK 2 – HOUSING AND MARKET ANALYSIS

For this task, the Consultant will prepare a market and housing analysis that supports the plan recommendations and ensures the proposed plan can be implemented. The focus of the assessment should include the following:

1. Level of market opportunity and depth by land use and product type, such as how much and what type of retail is needed.
2. Demand and feasibility assessment for housing (by type and cost), retail, hospitality, offices, and other uses within the downtown area, and an assessment of competing uses in districts near the downtown area.
3. Identify where new development can be located to catalyze reinvestment most effectively.
4. Identify new housing development type that can be introduced within the downtown study area that align with the guidance for development types, scale, and character in the study area.
5. Develop recommendations that identify best practices and development incentives of financing mechanisms for housing and economic development that align with local community.

TASK 3 – PUBLIC ENGAGEMENT

The goal is to create a local outreach process that ensures active participation from all stakeholders, including low-to-moderate-income individuals, minorities, the elderly, individuals with disabilities and the downtown area business community. The Consultant will develop a public engagement plan with strategies for sharing information, encouraging participation, and integrating feedback from diverse groups. These steps will ensure broad, equitable, and transparent community participation.

The plan will outline engagement methods, schedules, and assigned responsibilities while documenting outreach efforts such as meeting notices, summaries, and communications. The goal is to ensure broad, equitable, and transparent community participation.

1. Project Advisory Committee: The Project Advisory Committee should include representation from LFUCG staff including Planning, Housing and Community Development, Parks and Recreation, Environmental Quality, Public Works, Water Quality, Mayor's 250Lex Commission and members of the Urban County Council. This team shall meet in person or virtually regularly to discuss the study progress and provide advice on public involvement and other planning process issues.
2. Key stakeholders:
    a. Property owners, business operators, neighborhoods, and residents within and adjacent to identified area(s).
    b. Councilmembers-at-Large and those representing council districts in the chosen area(s).
    c. Transportation and land use policy makers including the LFUCG Planning Commission, Project Advisory Committee, Lexington Area MPO, LexPark and Lextran.
    d. Organizations such as business groups, tourism entities, environmental groups, community organizations, and nonprofits involved in downtown development and investment efforts.

e. Representatives from the University of Kentucky, Transylvania University, Bluegrass Community & Technical College (BCTC).

3. General Public Engagement: During the study process, the Consultant shall involve all stakeholders in the study area. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses).

The Project Advisory Committee and the stakeholder group must be notified of all meetings taking place.

At least four (4) public engagement activities should be conducted.

TASK 4 – PLAN DEVELOPMENT AND RECOMMENDATIONS

Review the collected data and prepare goals, policies, and action strategies based on the findings of Tasks 1, 2, and 3. Prepare a detailed development concept plan. This analysis should be coordinated with other completed studies, programs, and developments. At a minimum, this plan and study will contain the following components:

1. Summary of existing conditions and issues identified in Task 1. This includes current land use patterns, zoning, housing, environmental constraints and infrastructure conditions.
2. Assessment of current community plans and other relevant plans that have an impact on the plan update, also covered in Task 1.
3. Vision and goals for the downtown and adjacent areas that address the following:
   a. Mix of land uses appropriate for future growth including new and revised land use regulations needed to complete the development goals.
   b. Diversity of dwelling types, access to jobs, retail, and neighborhood services.
   c. Design for healthy living and social interaction such as access to public space/parks and trails, access to healthy foods and aging in place.
4. Recommended policies and programs to implement community vision.
5. Recommended revisions to the zoning ordinance and development of regulations to support the vision.
6. Detailed implementation strategy and action plan to assist the city in moving the plan forward that includes the recommendations from the Housing and Market Analysis.
7. Site-specific recommendations for 3 catalytic sites that include a market analysis, regulatory recommendations, and visualization of key concepts.
8. Short-term and long-term creative placemaking strategies.
9. Transportation assessment and recommendations which include:
   a. Mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security for all modes.
   b. Continuity of local streets in study area and extension of the street grid.
   c. Conceptual renderings of the key transportation recommendations.
   d. Temporary and interim transportation strategies.
   e. Opportunities for green infrastructure within transportation recommendations.
   f. Streetscape, street design standards and circulation.
   g. Parking analysis.
10. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics

TASK 5 – DRAFT REPORT

A comprehensive draft report should include but are not limited to:

1. Executive Summary.
2. Assessment of Existing Plans and Conditions.
3. Housing and Market Analysis.
4. Plan Development Process.
5. Updated Concept Plan and Study.
6. Implementation Strategy and Performance Metrics.
7. Appendix with detailed reporting.

TASK 6 – DELIVERABLES

1. A total of six presentations: two each to the LFUCG Planning Commission and the Project Advisory Committee during regular meetings, one public hearing for the LFUCG Planning Commission, and a final report presentation to the Urban Council.
2. The final deliverables will include public presentation materials, a comprehensive final report, and supporting documentation to guide adoption by the Planning Commission.
3. Final Deliverable Format
    a. PDF of the Final Report and Appendices.
    b. All collected or created datasets, including GIS shape files. LFUCG will retain ownership of all data, spreadsheets, and GIS layers produced.

IV. PACKAGING OF PROPOSAL

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. Each proposal should be limited to no more than 20 pages and should be in an 8.5" x 11" format. Any other information thought to be relevant may be provided as a separate appendix to the proposal.

All proposals should include the information outlined below and in the following order. Maximum number of pages are stated for each item.

1. Cover Letter (1 page).
2. Table of Contents (1 page).
3. Company Information (2 pages) to include:
    a. Primary firm and sub-consultants. Identify all sub-consultants and provide a summary of their scope of services.
    b. List the address, email address, and telephone number of the offices from which the services are to be provided.
4. Qualifications and Experience of Key Personnel (4 pages) to include:
    a. The project manager and key staff assigned if awarded.
    b. Resumes summarizing the qualifications and experience of the individuals who will be conducting the plan and key tasks.
    c. Specific information on the staff's experience with urban planning, market analysis, and community engagement.

d. Evidence of diversity should be part of the submittal. Consultant firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff.

5. Organizational Chart (1 page).
6. Project Approach (5 pages) to include:
   a. Provide a statement describing the scope of work as you understand it.
   b. Describe the approach, means, methods, and procedures to be used to gather data, analyze findings, perform community engagement tasks, and develop recommendations as requested.
   c. Include any information demonstrating understanding and insights related to the project's scope of work.
7. Project Timeline (1 page) - Provide a proposed schedule of tasks including key milestones for deliverables.
8. Similar or Related Projects and References (3 pages) – For the consultant and any sub-consultants, describe at least similar or related projects within the United States successfully completed within the last five (5) years and include the name, address, telephone number, and an e-mail address for reference checks.
9. Cost of Services (2 pages) - Provide a proposed cost approach and lump sum fee itemized by each work task as outlined in the scope of work and a rate schedule for computing any extra work not specified in the contracted scope of work.
10. Required Forms (Not included in the page count) - The completed required forms.
11. Forms and affidavits required by this subsection shall be considered an open public record once a public employer has entered a contract for services; provided, however, that any information protected from public disclosure by federal law shall be redacted.

V. SELECTION CRITERIA

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation. The following criteria will be used for the evaluation:

CRITERIA SCORE

Criteria	Score
Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs.	30
Related experience of the firm/team with similar projects comparable in type, size, and complexity.	20
Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process.	20
Demonstrated ability to perform high quality work, to control costs, and to meet project schedules.	20
Pricing approach related to the tasks listed.	10

Evaluation:

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

VI. DEFINED INFILL AND REDEVELOPMENT AREA MAP



RFP #4-2025 | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

RECONNECTING TO OUR DOWNTOWN: LEXINGTON'S DOWNTOWN AREA MASTER PLAN

March 14th, 2025

EXHIBIT B - MKSK RFP SUBMITTAL



MKSK

March 14, 2025

Lexington-Fayette Urban County Government
ATTN: Director, Division of Procurement
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

607 West Main Street
Louisville, Kentucky 40202

RE: RFP #4-2025 Downtown Area Master Plan

Dear Members of the Selection Committee,

MKSK and our partners are thrilled to offer our services and experience to assist LFCUG in developing the Lexington Downtown Area Master Plan. I am Andrew Overbeck, and I will serve as the Principal in Charge of this project. I am joined by Luis Calvo who will serve as Project Manager. Together, we have worked on a variety of downtown, district, and neighborhood plans for communities across the country and in Kentucky. In the attached proposal we have included background on our firms and individual team members, highlighted relevant project experience, and outlined our approach for completing this project with you.

Why is our team best suited to develop the Downtown Area Master Plan? Downtown Lexington is the heart of the Bluegrass and one of the most vibrant university-anchored cities in the southeast. As the region's economic, cultural, and institutional center, downtown's success is pivotal to the region's growth, and as such, its opportunities and challenges require special consideration. Meeting these aspirations for downtown is dependent on creating a high quality of place for those who visit, call it home, or study in its universities. We know that there are challenges facing downtown, including barriers to connectivity, housing affordability, dwindling office occupancies, rising urban heat island, and concerns about the type of growth it will and should experience, and how this will impact adjacent neighborhoods. Therefore, we have developed a team with national experience and local connections that provides expertise and a track record of confronting these topics. This team is adept at developing solutions to confront these challenges and our solutions will target multiple challenges simultaneously. Our team has worked together on dozens of similar projects and our unified approach to the work will enable us to effectively and efficiently collaborate with the community.

This consultant team is led by **MKSK**, an employee-owned firm of urban planners, landscape architects and urban designers with offices throughout the Midwest and Southeast. MKSK brings unique experience establishing long-term relationships with past clients creating strategic plans for downtowns and designing and seeing through the implementation of those plans in Columbus, Toledo, Akron, Tulsa, Louisville, and Indianapolis. We are nationally eminent yet locally invested in Lexington and Kentucky. With an office in Louisville led by Lexington resident and Principal designer Andy Knight, our work in Lexington includes a joint land use and transportation study for Nicholasville Road (in collaboration with WSP), a corridor study for South Limestone Street and Euclid Avenue (in collaboration with Development Strategies and EHI), and a downtown streetscape and public realm master plan that created stronger links to the University of Kentucky and Transylvania Campuses.

We are joined by one of our long-term partners, **Development Strategies**, with whom we have crafted more than 10 downtown plans in your peer cities. Development Strategies will develop recommendations for downtown that build on our deep understanding of local economics and market opportunities in housing, office, hospitality, and entertainment. They will also lead the exploration and development of economic strategies to help reinvigorate downtown and help shape a market-based rationale for design concepts of catalyst sites. Our team is also joined by internationally renowned engineering and transportation firm **WSP**, with staff working locally in Lexington. The WSP team brings unparallelled local and national expertise in traffic management, connectivity strategies, and transit readiness. Understanding that community engagement is the foundation of any successful planning process, our team is supported by a collaboration of two locally based engagement specialists. Leading a targeted neighborhood engagement strategy is **EHI Consultants**, which will leverage its local connections to facilitate meaningful dialogue with residents of neighborhoods near downtown. Knowing that many residents are unable to attend public meetings, the **CivicLex** team will mobilize their platform and technical expertise to craft online and in-person engagement tools where residents can engage with the planning team in creative, outside-the-box, methods. Lastly, our team is joined by **Urban Canopy Works**, a woman-owned business based in Northern KY dedicated to the advancement of trees and the tree canopy in our urban and developed areas.

We feel our team is uniquely positioned to tackle the challenges of this project with you and the community. We look forward to discussing our proposal with you.

Respectfully Submitted,
MKSK, Inc.

Andrew Overbeck, AICP, Principal in Charge
E: aoverbeck@mkskstudios.com, PH: 614.378.5307

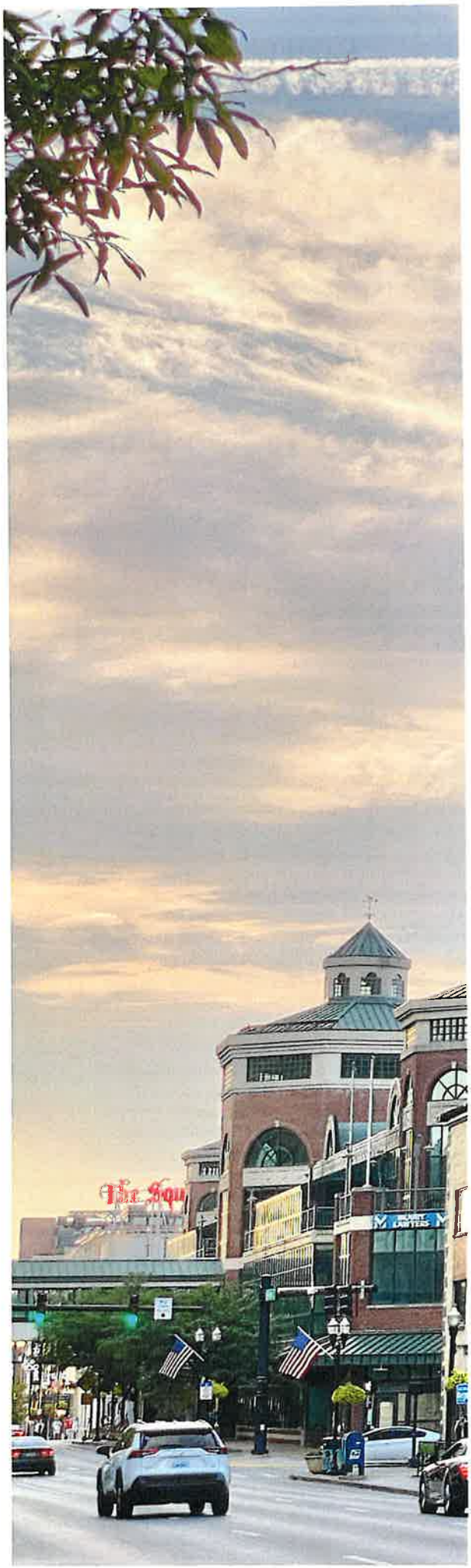


TABLE OF CONTENTS

MKSK

1	COVER LETTER	1
2	COMPANY INFORMATION	3
3	QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL	5
4	ORGANIZATIONAL CHART	9
5	PROJECT APPROACH	10
6	PROJECT TIMELINE	15
7	SIMILAR OR RELATED PROJECTS	16
8	COST OF SERVICES	20
9	APPENDIX: REQUIRED FORMS	22

TOGETHER WE PLAN & DESIGN A WORLD IN WHICH WE ALL WANT TO LIVE.

General Information:

MKSK, Inc.
Andrew Overbeck, AICP, Principal
aoverbeck@mkskstudios.com
614.621.2796

607 West Main Street
Louisville, Kentucky 40202



Arena District & Downtown Master Plan, Columbus, Ohio

MKSK

FIRM OVERVIEW

Primary Contact
Andrew Overbeck
AICP, Principal in Charge
aoverbeck@mkskstudios.com
614.621.2796

607 West Main Street
Louisville, Kentucky 40202

Relevant Services
Downtown Planning
Master Planning
Community Planning
Public Space Design
Parks & Recreation Planning
Land Use Planning
Development Planning
Landscape Architecture
Sustainable Design
Community Engagement

mkskstudios.com

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Kentucky, Ohio, Indiana, Illinois, South Carolina, Georgia, Florida, New York and the District of Columbia. We approach planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design and planning. We help communities and our clients meet the challenges of changing global conditions by addressing resiliency and sustainability. We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

DOWNTOWN MASTER PLANNING

MKSK is deeply invested in the creation of vibrant and viable downtowns. Our team brings decades of experience leading multidisciplinary teams to tackle complex problems. Our approach is driven by the power of short term action to enable long term change. We break down big ideas into doable steps to get past conventional planning fatigue, respond to problems, test new ideas, build momentum, and expand the number of people that benefit from neighborhood growth and investment.

Our planners understand the numerous factors that must be considered to create a robust and successful plan including assessments of existing conditions, environment, infrastructure, transportation systems, parking, demographics, market, trends, development economics, fiscal implications, community character, cultural and historic structures, the built environment, and the public realm. We understand the relationships between the many various types of land uses and their impacts on infrastructure, watersheds, and municipal services and funding. There are three elements that are consistent in our firm's approach:

- A focus on high-quality planning and design;
- An inclusive, communication-based approach for coordination of community and stakeholder interests into a common goal;
- A strategic approach to implementation that is grounded in reality but innovative in its solutions.

These elements have directly led to renewed investment and improved quality-of-life in the places in which we have worked.

SUBCONSULTANTS

DEVELOPMENT STRATEGIES | Market Analysis, Development Feasibility, Housing Policy

Development Strategies brings clients creative solutions and strategies that are tailored to the unique characteristics of their projects and communities. Founded in 1988, Development Strategies provides economic and market research, strategic and land use planning, counseling, and valuation services. We apply market analysis as the foundation for a vision of greater future prosperity, resulting in strategic investment of our clients' resources. The depth and breadth of our collective knowledge and experience provides value to clients in realizing their aspirations. Our professionals hold various graduate degrees in business administration, urban and regional planning, architecture, urban affairs, community planning, economics, geography, real estate development, and urban design.

DEVELOPMENTSTRATEGIES®

Contact
Matt Wetli, AICP, Principal
mwetli@development-strategies.com
314.421.2800

10 S. Broadway, #1500
St. Louis, Missouri 63102

development-strategies.com

WSP | Transportation Planning and Engineering

WSP is a globally-recognized professional services firm specializing in design, engineering, and transportation planning. Our engineers, planners, technical experts, and strategic advisors view transportation infrastructure as a vehicle for shaping local communities and we pioneer solutions and deliver innovative projects to advance economic, environmental, and social conditions in the communities we serve. WSP is a local firm with a national footprint, combining local resources and experience with national connections and expertise. We have been serving Kentucky for over 25 years from our offices in Lexington and Louisville. We employ over 150 people in Kentucky, who are supported by 15,000 staff in 300 offices across the nation. Our Kentucky staff are immersed in local communities and have collaboratively delivered numerous planning studies, neighborhood plans, safety projects, and design projects throughout the region including for Lexington-Fayette Urban County Government.

Contact
Elizabeth Farc, Senior Consultant, Transportation Planner
elizabeth.farc@wsp.com
859.245.3883

1792 Alysheba Way, Suite 230
Lexington, Kentucky 40507

wsp.com

EHI CONSULTANTS (DBE, MBE) | Public Outreach & Engagement (Neighborhood & Stakeholder Outreach), Planning Support

EHI is an award winning 25-year-old planning firm located in Louisville and Lexington, Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment. EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. EHI has built a record of success by working with our clients to develop personalized community outreach plans with clear messages that resonate with diverse audiences. Interactive project websites, innovative outreach events, surveys and direct mail campaigns are just a few of the creative communication strategies we have used to deliver information to citizens and get them engaged and excited about the process.

ehi CONSULTANTS

Contact
Edward Holmes, President
holmes@ehiconsultants.com
859.425.4881

333 W. Vine Street
Lexington, Kentucky 40507

ehiconsultants.com

CIVICLEX (WBENC) | Public Outreach & Engagement (Website/Survey, Non-traditional Outreach, Public Meeting Format/Activities & Support)

CivicLex is a Certified Majority Women Owned Business and nonprofit organization that is strengthening civic health in Lexington, Kentucky. We break down the barriers between government and residents through civic education, local news, and direct collaboration with public institutions. Our work makes governance more accessible, increases civic literacy, and helps communities build the infrastructure they need for long-term civic participation. CivicLex has led public engagement for a variety of projects, including the Urban Growth Master Plan, Kelley's Landing Master Plan, and Lexington 2023 Comprehensive plan update. In addition to our work on Public Realm projects and consulting, we have built interdisciplinary programs that strengthen our local relationships, outreach, and knowledge, including through The CivicLex Weekly and our Civic Education Partnerships with Fayette County Public Schools and the University of Kentucky.

CivicLex

Contact
Kit Anderson, Deputy Director
kit@civiclex.org
859.536.1334

163 East Main Street, Suite 130
Lexington, Kentucky 40507

URBAN CANOPY WORKS (WOSB) | Urban Forestry Advising

Urban Canopy Works, LLC, is a woman-owned business, based in the Northern KY / Cincinnati metro area, dedicated to the advancement of trees and the tree canopy in our urban and developed areas nationally. UCW have extensive national experience in urban forestry strategic planning and established communication, outreach and facilitation skills. UCW has served communities across the country over the last decade in a wide range of projects covering community forestry and greenspace planning and management, public engagement, tree risk assessment, tree protection, and sustainability. At Urban Canopy Works, we connect our passion about trees with a clear sense of purpose about our work – we are dedicated to contribute, serve others, and make a difference.

urbancanopy

Contact
Rachel Comte, Principal
rachel@urbancanopyworks.com
859.638.2044

11424 US Highway 42
Union, Kentucky 41091

urbancanopyworks.com



ANDREW OVERBECK, AICP

MKSK

PRINCIPAL IN CHARGE, PLANNER, URBAN DESIGNER

Andrew takes a collaborative approach to developing effective plans that address complex urban issues and identify catalytic projects. Andrew has completed transformational municipal planning, long-range planning, urban design, streetscape, alternative transportation, urban parks, and downtown master plan projects. He has worked in cities throughout the region on downtown plans and public realm improvements with a focus on urban revitalization, sustainability, and connectivity. Matching his strong background in research, writing, and graphic design with his ability to facilitate public discussion and discourse, Andrew is able to effectively communicate and build consensus for solutions that enhance and invigorate cities and neighborhoods.

Percent Commitment to Project: 25%

Education
The Ohio State University, Master of City and Regional Planning, 2005

Earlham College, Bachelor of Arts in Politics, 1997

Thomas J. Watson Foundation Fellow, 1997-1998

Certification
American Institute of Certified Planner

Professional Affiliations
American Planning Association, Ohio Chapter

Select Project Experience
Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Principal in Charge.
Decatur Town Center Plan 2.0, Decatur, Georgia. Principal in Charge.
2022 & 2010 Downtown Columbus Strategic Plans, Columbus, Ohio. Project Manager.
Downtown Akron Vision & Redevelopment Plan and Update, Akron, Ohio. Principal in Charge.
Akron Neighborhood Plans: West Akron, Middlebury, Kenmore, University Park. Principal in Charge.
Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Manager, Principal in Charge.
Louisville Downtown Master Plan, Louisville, Kentucky. Principal Planner.
Upper Westside CID Master Plan, Atlanta, Georgia. Principal Planner.
Birmingham NW Downtown Master Plan, Birmingham, Alabama. Principal Planner.
Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Manager.
Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.
Downtown Columbus Public Realm Enhancement Study, Columbus, Ohio. Project Manager.



LUIS CALVO, AICP

MKSK

PROJECT MANAGER, PLANNER, COMMMUNITY ENGAGEMENT

Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Percent Commitment to Project: 35%

Education
University of Louisville, Master of Urban Planning, 2013
Kennesaw State University(Formerly Southern Polytechnic), Bachelor of Architecture, 2010

Certification
American Institute of Certified Planner

Professional Affiliations
American Planning Association, Georgia Chapter

Select Project Experience
Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Project Manager.
Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, Kentucky. Project Manager.
Imagine Nicholasville Road, Louisville, Kentucky. Project Manager.
Decatur Town Center Plan 2.0, Decatur, Georgia. Project Manager.
Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Planner.
Louisville Downtown Master Plan, Louisville, Kentucky. Project Planner.
Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.
Highland Park Downtown Strategic Plan, Highland Park, Michigan. Project Planner.
Euclid Avenue & South Limestone Street Commercial Corridor Study, Lexington, Kentucky. Project Planner.
Discovery District Placemaking Plan, Columbus, Ohio. Project Planner.
Downtown Riverfront Strategic Development Plan, Troy, Ohio. Project Planner.
Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Planner.
Gordon Square Arts District Community Master Plan, Cleveland, Ohio. Project Planner.



Education
The Ohio State University, MLA
Univ. of Tenn., Bachelors in Landscape Design

ANDY KNIGHT, ASLA, PLA | PRINCIPAL, PLACEMAKING + URBAN DESIGN

MKSK

Andy understands how thought-provoking design adds value to the public realm. His project achievements and impactful project leadership results in the creation of public places that embody the character of place while balancing the spectrum of functional, technical, and sustainable principles. Andy is acutely entrenched in the design and implementation of each project and emphasizes the importance of detail in realizing great design. His work includes public realm revitalization initiatives, dynamic and productive landscapes, and vibrant public spaces that promote a diversity of social uses and cultural traditions. **License/Certification:** Registered Landscape Architect, KY, OH **Project Experience:** Euclid Avenue & South Limestone Street Commercial Corridor Study, CentrePointe, Lexington, KY; Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Imagine Nicholasville Road, Parkland Corridor Improvement Study, Waterfront Park PH 4, Louisville, KY | **Percent Commitment to Project: 10%**



Education
UNC at Chapel Hill, MCRP
Miami University, B.A.

CHRIS HERMANN, FAICP | PRINCIPAL, PLANNING + DEVELOPMENT

MKSK

Chris is adept at helping communities create a unique, compelling vision and translating it into strategic steps that transform cities and spaces. Chris is a certified planner with more than 32 years of city planning experience, including prior experience at the city, county, and regional government levels. He provides a broad range of project planning leadership experience, having managed projects involving regional planning policy, comprehensive plans, downtown plans, district and neighborhood planning, community revitalization/reinvestment, economic development, urban design, form-based codes, transportation and streetscape design, consensus-building, and public engagement and facilitation. **License/Certification:** American Institute of Certified Planners **Project Experience:** 2022 & 2010 Downtown Columbus Strategic Plans, Columbus, OH; Downtown Toledo Master Plan and Update, Toledo, OH; Louisville Downtown Master Plan, Louisville, KY; Uptown District and MLK/Reading Road Corridor Strategy, Cincinnati, OH; Downtown Design Guidelines, Memphis, TN; Tulsa Arena District Master Plan, Tulsa, OK | **Percent Commitment to Project: 10%**



Education
Ball State Univ., B.A., Urban Planning and Development

CARLEY LEMMON | URBAN PLANNER

MKSK

Carley strives to create vibrant, engaged communities through actionable initiatives, engaging processes, and comprehensive projects. Carley's professional background includes several years in the public sector as Assistant City Planner with the City of Valparaiso providing development and zoning reviews, zoning code research and development, conducting public meetings, coordinating project reviews with city departments, maps, and community engagement. Her experience in the public sector has provided an understanding of engaging community members, developing standards and processes to achieve the goals of the community, and content creation to effectively relay planning processes and information to the community. **Project Experience:** Louisville Middle Housing Graphics, Louisille, KY; AARP Community Challenge Grant, Louisville, KY; West Lafayette Historic Preservation, West Lafayette, IN; LEAP Lebanon Innovation District, Lebanon, IN; Lafayette Historic Preservation, West Lafayette, IN; Kalamazoo Downtown Parking and Mobility, Kalamazoo, MI | **Percent Commitment to Project: 20%**



Education
Univ. of Virginia, MLA
Washington Univ., BS Arch.

LYN WENZEL, PLA | ASSOCIATE, LANDSCAPE ARCHITECT

MKSK

Lyn has been practicing landscape architecture for over eight years. Her work during this time has included a diverse range of projects ranging from intimate courtyard gardens to public school campus design and implementation. She is involved in MKSK's research and community-outreach initiatives including a 2017 published report focused on Mid-Atlantic native plant community design. **License/Certification:** Registered Landscape Architect, KY **Project Experience:** Kentucky State Capitol, Frankfort, KY; Jennings Creek Greenway Master Plan, Bowling Green, KY; DHS Access Road & Mixed-Use Path, Washington, DC; 125 35th Street SE, Washington, DC; LeDroit Park Green Infrastructure Washington, DC; Audi Field - Parcel B, Washington, DC; Arlington Career Center, Arlington, VA; Ballston Quarter Mall, Arlington, VA; Ballston Quarter Origin, Arlington, VA | **Percent Commitment to Project: 10%**



Education
The Ohio State Univ., MCRP

MATT WETLI, AICP | PRINCIPAL, ECONOMIC & DEVELOPMENT LEAD

DEVELOPMENT STRATEGIES®

As an urban planner and development strategist, Matt leads the firm in creating strategies for more vibrant, inclusive, and livable cities--with an emphasis on urban revitalization. His passion is helping people better understand how cities actually work, through a combination of education, storytelling, and dialogue—with the goal of empowering decision makers. His process of four dimensional planning brings together economic, community, real estate, and design to carefully shape investments in people, places, buildings, and jobs in cities and neighborhoods across the country. **License/Certification:** American Institute of Certified Planners **Project Experience:** Louisville Downtown Master Plan, Louisville, KY; Louisville Downtown Business Development Strategy, Louisville, KY; 995 Morrison Pre-Development Services, Charleston, SC; Downtown Blacksburg Strategic Plan, Blacksburg, VA; Euclid and Limestone Corridor Strategy, Lexington, KY | **Percent Commitment to Project: 20%**



Education
Washington Univ. in St. Louis, Master of Urban Design

ANU SAMARAJIVA | SENIOR ASSOCIATE, HOUSING & POLICY LEAD

DEVELOPMENT STRATEGIES®

Anu has a background in design, economics, community engagement and teaching, and is passionate about the power of the built environment to engage and sustain communities. She's skilled in using visualizations and storytell ng to make complex and interrelated planning and economic ideas clear, create appealing and forward-thinking renderings of future development, and make the case for more connected, sustainable and equitable cities. She loves working with diverse communities and a broad range of collaborators to bring planning and development processes to life. **Project Experience:** City of Greeley Housing Assessment and Subarea Plan, Greeley, CO; Bonanza Area Plan and Feasibility Study, Park City, UT; Downtown Decatur Market Analysis and Strategy, Decatur, GA; Downtown Akron Market Analysis and Strategy Update, Akron, OH | **Percent Commitment to Project: 25%**



Education
University of Louisville, Master of Urban Planning

ELIZABETH FARC | TRANSPORTATION PLANNING LEAD

Elizabeth is a senior transportation planner at WSP and a native of Louisville. She brings a broad transportation and urban planning background from both the public and private sector, with particular experience in complete streets development, transit planning, traffic calming and safety, and GIS mapping. She is passionate about aligning transportation and the built environment to create places where people thrive. **Project Experience:** The District Detroit Parking Assessment and Planning, Olympia Development of Michigan, Detroit, MI; "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, KYTC, Elizabethtown, Jeffersontown, and Morehead, KY; Jefferson County Speed Management Plan, Vision Zero Louisville, KY; District 7 Uncontrolled Pedestrian Crossing Evaluation, KYTC, Various Locations, KY | **Percent Commitment to Project: 15%**



Education
New York University, Master of Urban Planning

DANIEL BAER, AICP | TECHNICAL ADVISOR

Dan has nearly 40 years of experience working on master plans for downtowns of various sizes and complexity. He is an urban planner with transportation planning experience on large assignments for site development, balancing the connection between transportation and land development. Dan excels in conducting alternatives analyses and crafting master plans for major transportation, site, and downtown redevelopment initiatives. He is genuinely excited about the opportunity to contribute to Lexington, a city he frequently visits and holds in high regard. **License/Certification:** American Institute of Certified Planners **Project Experience:** Kay Bailey Hutchison Convention Center and Multi-Modal Master Plan, Dallas, TX; Burnham Yard Redevelopment Project, Denver, CO; Hudson Yards Development Corporation Guidelines, New York City, NY | **Percent Commitment to Project: 15%**



Education
University of Kentucky, MS, Civil Engineering

AUSTIN OBENAUG, PE | TRANSPORTATION PLANNER

Rance is a civil engineering with a background in traffic safety, urban planning, and agribusiness. He is currently finishing his BS in Civil Engineering from the University of Kentucky, expected to graduate in December 2025, and holds a Master's in Agribusiness as well as dual Bachelor's degrees in Economics and Management from the University of Kentucky. At WSP, Rance has supported Highway Safety Improvement Program projects for KYTC and three community redevelopment plans for Elizabethtown, Jeffersontown, and Morehead, Kentucky, through KYTC's new Creating Vibrant Communities technical assistance grant. He is skilled at designing maps and graphics using GIS and Adobe Illustrator, conducting field data collection, and participating in public outreach meetings to shape planning documents. **Project Experience:** KYTC "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, Elizabethtown, Jeffersontown, and Morehead, KY; KYTC Highway Safety Improvement Program On-Call Contract, Statewide, KY; S. Mill Street Pedestrian Improvement Plan | **Percent Commitment to Project: 20%**



Education
Univ. of Cincinnati, B.A., Urban Planning & Design

EDWARD J. HOLMES, AICP | PRESIDENT, COMMUNITY ENGAGEMENT LEAD

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States. **Project Experience:** Franklin Kentucky Comprehensive Plan, Franklin, KY; Bourbon County Comprehensive Plan, Bourbon County, KY; LFUCG Affordable Housing Study, Lexington/Fayette County, KY; Armstrong Mill Small Area Plan, Lexington/Fayette County, KY; Deer Park Neighborhood Plan, Louisville/Jefferson County, KY; South Park Urban Village Plan, Lexington/Fayette County, KY; Winburn/Russell Cave Neighborhoods Plan, Lexington/Fayette County, KY; East End Small Area Plan; Lexington/Fayette County, KY | **Percent Commitment to Project: 25%**



Education
Univ. of Cincinnati, M.B.A., Master of Community Planning

RYAN HOLMES | PROJECT MANAGER, COMMUNITY ENGAGEMENT

ehi CONSULTANTS

Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, his responsibilities focus on master planning, sustainable/green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has the ability to conceptualize and develop innovative solutions to complex problems. **Project Experience**: Franklin Kentucky Comprehensive Plan, Franklin, KY; Elizabethtown Comprehensive Plan, Elizabethtown, KY; Berrytown Neighborhood Plan, Louisville, KY; Airport Master Plan Louisville internaltional Airport (SDF), Louisville, KY; University of Louisville Master Plan, Louisville, KY; Algonquin/Hallmark/Park Duvalle Small Area Plan, Louisville, KY | **Percent Commitment to Project: 20%**



Education
University of Cincinnati Conservatory, Bachelor's of Music

RICHARD YOUNG | EXECUTIVE DIRECTOR, ENGAGEMENT OVERSIGHT/STRATEGY

CivicLex

Richard lives in Lexington, Kentucky, and has worked on civic health and community development in Kentucky for over a decade. Richard started CivicLex, a nonprofit organization that builds civic knowledge and capacity for residents, stitches together new relationships, and builds more responsive civic institutions. He is also a founding Steering Committee member of the Kentucky Rural-Urban Exchange. **Professional Registrations:** Ashoka Fellow (current); Bertelsmann Foundation Fellow (2024); Trust for Civic Life Advisor (2023) **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky; Imagine Phoenix Park, Lexington, Kentuck | **Percent Commitment to Project: 15%**



Education
Macalester College, Bachelor's of Science

KIT ANDERSON | DEPUTY DIRECTOR, PUBLIC ENGAGEMENT & OUTREACH

CivicLex

Kit is the Deputy Director of CivicLex, where she manages operations, contracts, special projects, and programs focused on institutional responsiveness and the public realm. She has managed a variety of public engagement projects, including engagement through On the Table 2022, the Urban Growth Master Plan, and the Kelley's Landing master plan. **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky | **Percent Commitment to Project: 20%**



Education
Univ. of Cincinnati, Master's in Urban Planning
Cincinnati State, Horticulture & Design Certificate
Indiana University, BA in International Business &

RACHEL COMTE | PRINCIPAL, URBAN FORESTRY SPECIALIST

urbancanopy

Rachel is an Certified Arborist, urban planner, trained facilitator, and communications expert. She is a leading authority on urban forestry master plans based on more than a decade of experience developing plans for cities across the United States. Rachel is passionate about making cities better, healthier places for people to live, and a substantial vibrant tree canopy is an essential part of this work. Rachel founded Urban Canopy Works in 2018, after serving as the lead for urban forest master plans at Davey Resource Group. Between both organizations, she has managed the urban forestry master planning process for Louisville, Kentucky; Asheville, North Carolina; Knoxville, Tennessee; Boston, Massachusetts; Cleveland and Columbus, Ohio; Charlotte, North Carolina; Greenbelt, Maryland; Largo, Florida, among others. **License/ Certification:** ISA Board Certified Master Arborist (TRAQ) **Project Experience:** Louisville Urban Forest Master Plan, Louisville, KY (Ongoing); City of Columbus Urban Forestry Master Plan, Columbus, OH; Boston, MA Urban Forest Plan; Tree Canopy Action Plan Policy Project, Charlotte, NC; City of Tallahassee Urban Forest Master Plan, Tallahassee, FL | **Percent Commitment to Project: 10%**

PROJECT TEAM ORGANIZATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

ADVISORY COMMITTEE

COMMUNITY & STAKEHOLDERS

PROJECT TEAM LEADERSHIP



MKSK
Andrew Overbeck
AICP, Principal
Principal in Charge
Planner, Urban Designer



MKSK
Luis Calvo
AICP, Associate Principal
Project Manager
Planner, Community Engagement

KEY PERSONNEL



MKSK
Andy Knight
ASLA, PLA Principal
Placemaking & Urban Design



MKSK
Chris Hermann
FAICP, Principal
Planning & Development



MKSK
Carley Lemmon
Planner
Urban Planning



MKSK
Lyn Wenzel,
PLA, Associate
Landscape Architecture



Development Strategies
Matt Wetli
Economic & Development Lead



Development Strategies
Anu Samarajiva
Housing & Policy Lead



WSP
Elizabeth Farc
Transportation Planning Lead



WSP
Daniel Baer, AICP
Technical Advisor



WSP
Austin Obenauf, PE, RSP1
Transportation Planner



EHI Consultants
Edward J. Holmes, AICP
Community Engagement Lead



EHI Consultants
Ryan Holmes
Community Engagement Project Manager



CivicLex
Richard Young
Executive Director
Engagement Strategy



CivicLex
Kit Anderson
Deputy Director
Public Engagement & Outreach



Urban Canopy Works
Rachel Comte, TRAQ
Principal
Urban Forestry Specialist

Leadership and staff identified within this proposal by MKSK and our consultant partners have the required licensure, experience, expertise, and availability to meet every aspect of the scope of services as described within the specified time frame.

The MKSK team has all the necessary facilities and virtual network to successfully deliver the project. All of our offices run the latest Windows Office 365 Operating Systems which allow for the movement of projects and data between offices as workloads and schedules demand. Our network accommodates large file transfers as well as cloud-based collaboration tools and FTP capabilities if needed on a project-by project basis. We employ a staff of IT Technicians to facilitate our software and hardware are the most current or compatible with recent versions for expedited technical response.

RELEVANT PROJECT EXPERIENCE & REFERENCES START ON PAGE 16

PROJECT UNDERSTANDING & APPROACH



PROJECT UNDERSTANDING

Downtown Lexington is in the midst of a transformation. With the continued success of City Center and Main Street, the momentum and energy from the Town Branch Commons, and the excitement and anticipation from the upcoming Gatton Park on the Town Branch – the energy and positive trajectory for downtown is palpable. LFUCG continues to make strides in making downtown a more walkable, human-scale, and livable community, further cementing its place as the cultural, economic, and beating heart of the Bluegrass. While in many ways downtown is thriving, this moment in time also heightens some of its greatest challenges. A changing office environment riddled with uncertainty, dwindling housing affordability, rising urban heat island, and development pressure at its edges threatens to soften some of this remarkable momentum in downtown. This Downtown Area Master Plan presents LFUCG a timely opportunity to face these challenges head-on through proactive strategies that involve the community and key stakeholders in the decision-making and setting a vision for the future. The development of this master plan will rally Lexington's key stakeholders to continue focusing on downtown's opportunities for growth, while recognizing and respecting its historic fabric and small-town charm. As home to the campuses of two institutions of higher learning, the University of Kentucky and Transylvania University, and surrounded by mature and vibrant residential neighborhoods, Downtown Lexington's future is well positioned toward strategic infill within the core. This planning process will work with these stakeholders, and the community at large, to reflect on downtown's evolution over the last 10 years, and map out where and how downtown should grow and mature in the next 10 years.

We have purpose-built this team of local, regional, and national experts, and believe it is best suited to work with the Lexington community to develop a refreshed vision for downtown that is faithful to its unique cultural and social qualities. Our team's approach should be considered a thoughtful and informed draft that will need to be confirmed and expanded in collaboration with LFUCG Staff to finalize details, define scope items, and confirm deliverables.

APPROACH TO COMMUNITY ENGAGEMENT

Community-based planning processes are important forums for community conversation and for building trust. The public engagement tools used in these efforts are essential for discerning the community's vision, but if they are not coupled with responsive planning and good faith implementation, they risk eroding public trust. Toward this end, MKSK approaches community engagement as a process of sustained and inclusive decision-making. The MKSK Team's approach to engagement is designed to ensure that traditionally underrepresented voices in the planning process are heard and that the unique needs, histories, and aspirations of Lexington residents are reflected in the downtown vision. As such, we will employ an inclusive, data-driven, and relationship-focused engagement strategy to build trust, capture lived experiences and generate actionable insights. Based on these principles of sustained and inclusive decision-making, we offer the following outline for the primary groups and range of engagement tools as listed on the following page.

PROJECT UNDERSTANDING & APPROACH

Primary Groups

Project Management Team: The Project Management Team (PMT) - made up of representatives from LFUCG Staff - will serve as the primary project resource for the consultant team and provide day-to-day direction on progress. Meetings will be conducted virtually on a biweekly basis as needed throughout the planning process.



Advisory Committee: The committee will serve as a representative voice of the Lexington community in the development of a vision for downtown. Appointed by LFUCG, the Advisory Committee is a group of individuals representing the full spectrum of interests in Downtown Lexington and the surrounding community. The committee will provide guidance on the plan's progress, catalyst site concept developments, and advise on how to best engage with the broader community. More importantly, members will serve as ambassadors of the project – informing their networks with current and accurate project information and actively advocating for the shared vision that is developed through the planning process.



General Public: The public engagement activities identified in this proposal will focus on creative methods to reach the Lexington community. This will involve small group/roundtable meetings, targeted neighborhood engagement, online tools, as well as open, public community meetings. We will work with the PMT and Advisory Committee to identify community members that we must meet with to fully understand issues and explore possibilities. We find that there are certain populations that are comfortable attending community meetings and others whose voices are traditionally under-represented in these forums. In order to reach these under-represented voices, we will work with LFUCG Staff to identify key groups for whom custom approaches will be developed for engagement.



The Engagement Tools included in the Scope of Work are **bolded** below. The MKSK Team has access to a larger engagement toolkit and will enthusiastically discuss how these could be integrated in the planning process upon review by the Project Management Team (PMT).

- **Public workshops and presentations**
- **Focus group roundtable and one-on-one meetings**
- **Dedicated website & social media platforms**
- **Online Engagement Tools (interactive mapping, idea generation, surveys)**
- **Targeted neighborhood stakeholder engagement**
- **Pop-up displays and non-traditional engagement**
- **Street stalls and kiosks at existing events**
- Study area walking/bike tours
- Analog Engagement (paper surveys, yard sign with QR Codes, postcard campaigns, mailers)
- Youth activities
- DIY Meetings-in-a-Box
- Study area storefront displays and office hours

SCOPE OF SERVICES

Task 0 – Project Startup and Coordination

0.1 Kickoff Meeting: Hold a Project Kickoff Meeting with LFUCG to finalize a detailed project schedule and process, confirm scope-of-work, establish information sharing protocols, and identify project milestones.

0.2 Project Management Team Meetings: Host virtual bi-weekly meetings with a Project Management Team (PMT) for the duration of the project. The PMT, composed of representatives from LFUCG, will serve as the primary project resource for the MKSK Team and provide day-to-day direction.

Task 1 – Existing Land Use Plans Assessment and Inventory

The first task of work will highlight relevant existing conditions and define Downtown Lexington's boundary through stakeholder and community guidance, best practices, and data and analysis. We will do so by building up our team's collective understanding of downtown, gathering data related to various components of existing conditions, long-term and recent trends, and other relevant plans or studies being done in the area.

1.1 Plan Alignment: Review relevant studies, plans, engagement/survey data, and other relevant information to identify the current planning environment within downtown and its surrounding neighborhoods. This will include a review with the PMT of these plans, identifying recommendations pertinent to downtown, their status, and their relevance to this process.

PROJECT UNDERSTANDING & APPROACH

1.2 Define the Downtown Area: Establish a community-supported boundary for Downtown Lexington that reflects the area's character, built environment, economic vitality, and is supported by national best practices. Using the results of community engagement activities in Task 3, the MKSK team will align community perceptions of downtown with realities on-the-ground in establishing a defensible and accurate downtown boundary.

1.3 Existing Proposal Review: Understand the development environment in downtown and in nearby neighborhoods through a review of all projects currently planned, proposed, and under construction. The MKSK team will assess future densities, building heights, and impact resulting from this activity.

1.4 Identify Activity Nodes/Districts: Identify distinct downtown districts based on existing or potential nodes of activity that include dining, entertainment, retail, office, hospitality, or housing.

1.5 Existing Conditions Analysis: Collect and analyze relevant data and information to understand the current conditions within Downtown Lexington and its surrounding areas. This includes a review and analysis of land use, zoning, infrastructure, housing, transportation, parking, connectivity to adjacent areas, and existing assets/anchors. An existing conditions assessment for infrastructure will be focused on mobility assets, building on the wealth of information created by previous planning efforts for various downtown corridors. The mobility assessment will include an evaluation of pedestrian facilities, a review of bike infrastructure, a safety analysis, and an evaluation of parking, transit, and physical/perceived barriers to accessing downtown.

1.6 Downtown Area Neighborhoods: Define general boundaries for downtown area neighborhoods, building on the boundary established for downtown in Task 1.2. Boundaries for neighborhoods will be established by looking at neighborhood-level data in the existing conditions analysis, understanding neighborhood preferences from the engagement process, and aligning these boundaries with the vision and goals for these communities in previous planning efforts and as outlined in this planning process.

1.7 Land Use and Development Inventory: Using available data, inventory current land uses and evaluate the impacts of future development proposals on future land use patterns.

Task 2 – Housing and Market Analysis

A market analysis will be conducted to determine the opportunities and needs that exist, both in terms of present affordability needs and future market rate and affordable demand. It will evaluate current and potential supply typologies (i.e., townhome, condo, apartment, etc.), and compare them to household demographics and consumer preferences within the broader Lexington ecosystem. Particular attention will be paid to the role of downtown as a center of employment and culture, and needs across a broad spectrum of affordability. The market analysis will also identify the potential for key downtown-oriented uses including storefront retail, office, and hospitality. The market analysis will establish a future real estate development program that represents a responsibly aspirational target over the next 10 years.

2.1 Market Analysis: Develop a market analysis to include the following key components:

- Context Analysis: Qualitative marketability assessment and quantitative socio-economic and demographic analysis
- Supply Analysis: Real estate metrics including achievable rents, lease rates, and sale prices
- Demand Analysis: Projected demand of future households, customers, visitors, and employers

Task 3 – Public Engagement

Our engagement approach is rooted in listening and understanding. Engagement is a learning process, and our team is committed to being flexible, building new relationships with the community, and adapting our outreach methods as needed to ensure robust, diverse, and inclusive participation. For each phase of engagement, we propose a multi-pronged approach (which will be refined in the Community Engagement Plan) that offers diverse and plentiful opportunities for public participation and input. We are committed to making community participation meaningful, convenient, and welcoming to all.

3.1 Community Engagement Plan: Develop a Community Engagement Plan grounded in local knowledge and aligned with the goals of this process to guide engagement for the entire project. This document will detail specific engagement activities and schedules and ensure public input is integrated into planning decisions.

3.2 Advisory Committee Meetings: Convene an Advisory Committee representing LFUCG Departments, Councils, and Commissions and the interests of Lexington's business, entertainment, institutional, civic, and philanthropic community. Meetings will be conducted in-person or virtually four (4) times throughout the planning process, concurrent with the three (3) public engagement activities.

3.3 Stakeholder Interviews: Facilitate eight to ten (8-10) stakeholder roundtables to discuss downtown's assets, issues, and opportunities. Stakeholders will be identified by the PMT in collaboration with the MKSK Team, with input by members of the Advisory Committee. Meetings will be conducted in one-hour sessions, with participants grouped by shared interests or themes, such as: Transportation, Community and Elected Officials, Businesses, Property Owners, and Resident Groups.

PROJECT UNDERSTANDING & APPROACH

3.4 Targeted Neighborhood Engagement: Ensure that the unique needs, histories, and aspirations of Lexington's neighborhoods are reflected in the downtown vision through a targeted neighborhood engagement strategy built on the following:

- **Neighborhood Mapping & Relationship Building:** Develop a stakeholder database, collaborate with trusted community members already active in the neighborhoods, and customize engagement strategies for each neighborhood's unique characteristics or concerns.
- **Equity-Centered Engagement Tools:** Ensure accessibility by translating materials to key languages spoken in Lexington, tap into active online neighborhood groups, and develop engagement strategies tailored to younger and older residents.
- **Community Feedback Integration:** Use mobile polling tools to capture real-time data, provide constant updates through newsletters, town halls, and digital dashboards, and establish Community Advisory Groups to serve as continuous touchpoints throughout the process.
- **Deliverables:** Summarize key insights, develop an engagement dashboard displaying real-time participation and engagement findings, and craft tangible strategies to address neighborhood-specific issues in the downtown plan.

3.5 Community Meetings: Host three (3) community meetings throughout this process to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the planning team, PMT, and other stakeholders. Critical to our foundational understanding of what Lexington residents desire and expect of their downtown, these meetings will be welcoming, interactive, and create a meaningful exchange of ideas.

3.6 Online Engagement: Broaden accessibility, transparency, and education through online resources and engagement, including a project website, social media promotion, digital surveys, and virtual information. Create a project website with engagement opportunities, regular updates, multilingual capability, and project background. Use online survey(s) as an opportunity to gather quantitative (multiple choice) and qualitative (open ended) data, with accessible, actionable questions.

3.7 Non-traditional and Creative Engagement: Take advantage of unique assets of the project team and Downtown Lexington by facilitating additional opportunities for public and stakeholder engagement, including with smaller-scale, flexible tactics to fill any gaps that surface in public engagement. Consider engaging with major downtown events (Pride, Comic Con, UK Basketball Games), local events (Farmer's Market, Dirt Bowl, StreetFest), local businesses, community organizations, and parks. There are also many opportunities to incorporate creative engagement strategies in core activities, with art-based activities, competitions, and interactive materials.

Task 4 – Plan Development and Recommendations

This task will focus on exploring opportunities for Downtown Lexington, starting with establishing a community-supported vision for the next 20 years of downtown growth. This vision, expanded on through an accompanying set of project goals, will touch on every aspect of what makes downtown the heart of its surrounding region. The vision for downtown will set a framework for recommendations around downtown's housing and market ecosystem, placemaking strategies, transportation and mobility improvements, and tree canopy enhancements. This vision will be grounded in reality through a feasible implementation strategy that outlines expected partners, potential timeframes, and needed policy changes.

4.1 Downtown Vision and Goals: Develop a vision for Downtown Lexington that aligns community sentiments from the engagement process with the findings from the existing conditions and market analysis. This downtown vision will address the definition of a Downtown Lexington boundary. The vision will be supported by more specific project goals addressing land use, catalyst sites, transportation, urban design, sustainability, market, and development.

4.2 Implementation Recommendations for Vision: Craft an implementation framework recommending specific and tangible actions for realizing the vision in the concept plan. The framework will consider LFUCG's capacity to implement this vision, determine roles, identify partnership opportunities, and recommend implementation timeframes.

4.3 Recommended Revisions to Zoning Ordinance: Recommend future zoning, overlay, regulatory revisions, ordinance updates, and regulatory improvements needed to support the vision for downtown established through this process.

4.4 Housing and Market Analysis Implementation Strategy: Provide recommendations to deliver the right types of development products in compatible districts, to align brand, identity and experience in ways that will lead to economically thriving places. Recommendations will include competitive positioning, affordability, land use, catalytic sites, mixed-use compatibility, districts, building typologies, value-adding public realm enhancements, and strategic use of funding tools.

4.5 Site Recommendations for Catalytic Sites: Prepare design concepts and strategies for the redevelopment of the selected catalyst sites faithful to the community-supported vision for downtown and grounded in reality by the results of the market and housing analysis and strategy. Initially, the physical planning and design concepts will likely have several alternatives for review, analysis, and discussion addressing objectives in the areas of desired land uses, adaptive-reuse, density, mobility recommendations, activation of identified activity hubs, and potential housing typologies. Preferred concepts will be developed for each site, and may include a conceptual site plan, massing diagrams, and photorealistic renderings.

PROJECT UNDERSTANDING & APPROACH

4.6 Short and Long Term Creative Placemaking Strategies: Discern the stories that the Lexington community wants to tell the outside world through placemaking strategies for downtown's built environment. Placemaking strategies will identify potential locations and public space activation, outline a cohesive district identity (or theme) for downtown, and craft conceptual plans for creative streetscape, public art, or infrastructure improvements.

4.7 Mobility Recommendations: Develop improvement concepts that promote walkable, active streets, with a focus on safety and pedestrian and bicycle circulation in and around downtown. Along with this, safety will be a key consideration. Recommendations will include immediate, low-cost actions as well as longer-term projects and will be illustrated with conceptual renderings and supported by planning level cost estimates.

4.8 Downtown Street Grid and Key Connections: Consider how major connector roads, like Broadway, Limestone, Manchester, and Richmond, provide access to downtown and how proposed improvements to pedestrian and bicycle facilities can be extended into nearby areas.

4.9 Temporary and Interim Transportation Strategies: Draft quick, low-cost, temporary mobility strategies that allow LFUCG, stakeholders, and the public to experience the benefits of a proposed solution without a large upfront cost. These may include painted curb extensions, temporary parklets, and pop-up bikes lanes.

4.10 Parking Analysis: Conduct a high-level evaluation of current parking demands and identify opportunities to enhance parking efficiency, focusing on parking needs identified from stakeholder and community input. The parking assessment may focus on special event parking, residential parking, and/or short-term business parking, depending on priorities that arise during plan development. The parking analysis will seek to balance the perception of parking (whether too much or too little) with anticipated demand to prioritize the best and highest use of space in downtown.

4.11 Tree Canopy Cover Strategies: Develop recommendations to enhance and maximize downtown's urban tree canopy. This will include a review of tree canopy data, an interview with Lexington's urban forester and relevant city staff, and a meeting with the Lexington Tree Board to understand existing challenges, priority needs, and opportunities for tree canopy downtown.

Task 5 - Draft Report

MKSK knows the power of a final deliverable in capturing a vision, celebrating it, and using that vision as a beacon during implementation. This task will include the development of final deliverables for Downtown Lexington that are graphically rich, understandable, and implementation focused.

5.1 Draft Plan Document: Compile and summarize the plan's process, findings, and final recommendations in a visually compelling summary document and presentation. The plan report will showcase illustrative graphics, renderings, and supporting documentation and will be augmented with a plan appendix to include the full market analysis and any other supplemental information. The document will follow an outline based on the tasks included in this scope of work, as shown below:

- Executive Summary
- Assessment of Existing Plans and Conditions
- Housing and Market Analysis
- Plan Development Process
- Updated Concept Plan and Study
- Implementation Strategy and Performance Matrix
- Appendix

Task 6 – Deliverables

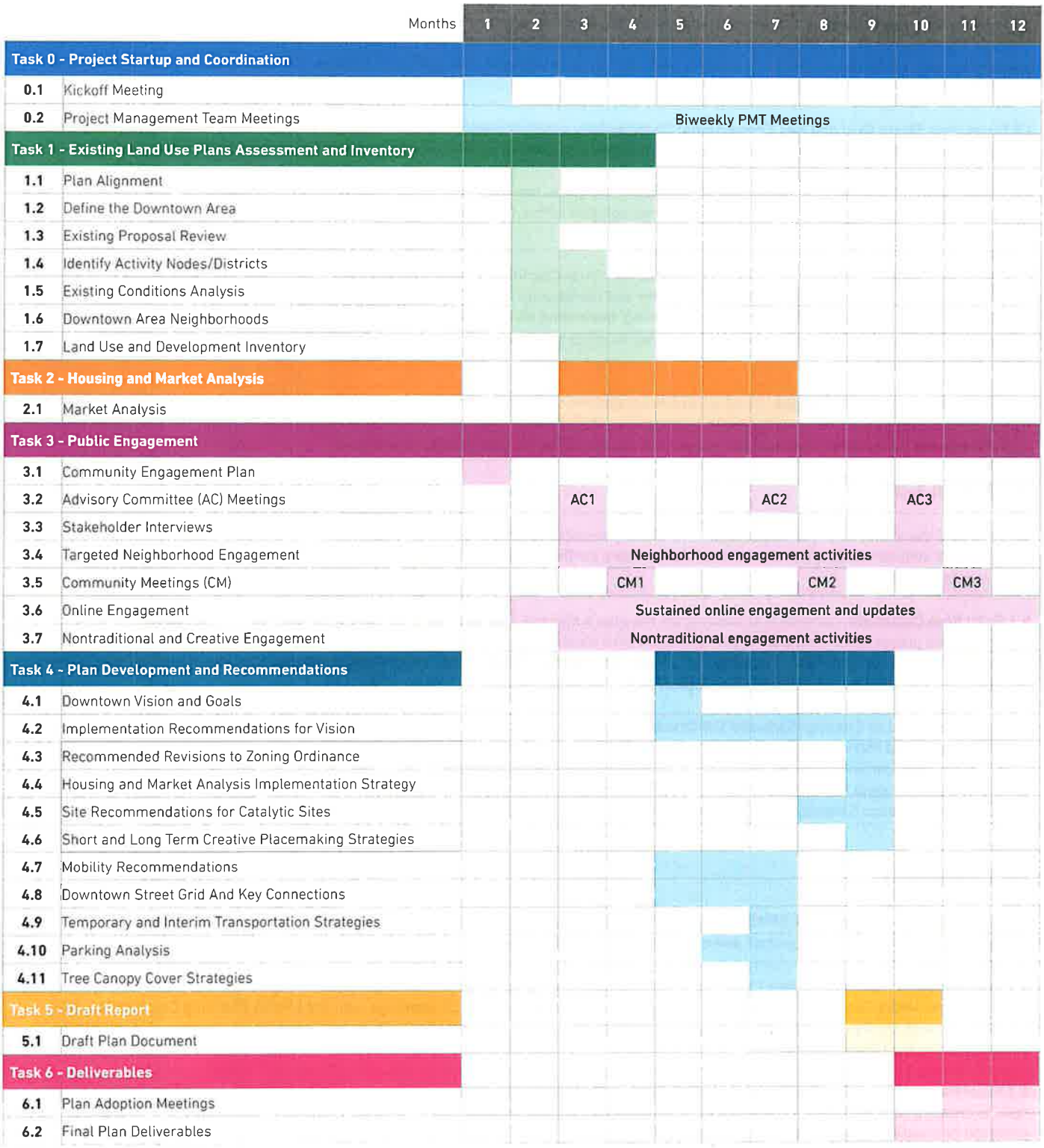
The MKSK Team will support the LFUCG through an adoption process, by providing visual displays summarizing the plan's major components and graphics, presenting to key groups and commissions, and assisting in the sharing of the plan's vision.

6.1 Plan Adoption Meetings: Support the PMT through an adoption process by presenting the plan's key components at meetings required by LFUCG. The MKSK Team will be available for total of six presentations: two (2) meetings with the LFUCG Planning Commission, two (2) meetings with the Project Advisory Committee, one (1) public hearing for the LFUCG Planning Commission, and one (1) final report presentation to the Urban Council.

6.2 Final Plan Deliverables: Refine the draft plan document crafted in Task 5 per feedback resulting from the adoption meetings in this task, to create a final Lexington Downtown Area Master Plan. The MKSK Team will provide a PDF of the Final Report and Appendices, and all collected or created datasets, including GIS shapefiles.

SCHEDULE

Our approach to the Lexington Downtown Area Master Plan will be guided by analysis and engagement at each step along the way and take place through six (6) task phases, detailed in the chart below. This timeline is intended as an informed draft based on our team's understanding of the task deliverables as outlined in the RFP, and will need to be confirmed by LFUCG staff to finalize details and coordinate milestones.



DOWNTOWN COLUMBUS STRATEGIC PLANS COLUMBUS, OH

MKSK

The 2010 Downtown Columbus Strategic Plan and the 2022 Strategic Plan Update articulate an overall vision for the future that builds on current momentum to create a vibrant and economically sustainable downtown.

Across two decades of continual planning and implementation, MKSK has supported the transformation of Downtown Columbus, including a Downtown Columbus Strategic Plan in 2010 and an update in 2023. Since 2010, the number of downtown residents has more than doubled from just over 5,000 to more than 15,000. Investments in new park space and museums include the 33-acre Scioto Greenways that restored the Scioto River to its original width and created a new signature downtown park, and the National Veterans Memorial and Museum. The 52-acre, $500 million Scioto Peninsula mixed use neighborhood across the river from the Columbus Business District, is anchored by Dorrian Green which provides a new front door to the COSI Museum. A new downtown soccer stadium for the Columbus Crew and the new $220 million, 28-story Hilton hotel are two new downtown attractions. Multi-modal transportation continues to improve with work underway on two Bus Rapid Transit corridors and a new Amtrak station.

MKSK along with WSP is in the process of implementing one of the big ideas from the 2022 plan, with design of the Capital Line. This $100 million urban pathway through the heart of Downtown Columbus will connect major downtown destinations.



2010

SCIOTO PENINSULA MASTER PLAN + REMOVAL OF THE MAIN STREET DAM



CREATIVE CAMPUS MASTER PLAN & IMPLEMENTATION



ARENA DISTRICT MASTER PLAN



2013

SCIOTO GREENWAYS



LOWER.COM & ASTOR PARK REDEVELOPMENT



SCIOTO MILE & BICENTENNIAL PARK



2016

STREET & CORRIDOR IMPROVEMENTS



DORRIAN GREEN



2019

Reference:
Downtown Columbus Inc.
Amy Taylor, President
614.645.3942
ataylor@downtowncolumbus.com

VIEW THE DOWNTOWN STRATEGIC PLAN
VIEW THE CAPITAL LINE

RAPIDS OLENTANGY RIVER GREENWAY



SCIOTO PENINSULA DEVELOPMENT URBAN DESIGN PLAN & IMPLEMENTATION



CAPITAL LINE



2024

GAINESVILLE DOWNTOWN STRATEGIC PLAN GAINESVILLE, FL

MKSK DEVELOPMENTSTRATEGIES

Considering the past, present, and future of Downtown Gainesville and its surrounding neighborhoods to strategically outline opportunities for the next 10 years.

Through two years of close collaboration with the Gainesville community, MKSK and Development Strategies developed a Strategic Plan for Downtown Gainesville that aligns with and complements current plans and initiatives, builds on existing assets, connects with and uplifts adjacent neighborhoods, supports new residential and business opportunities, and focuses on specific steps for implementation. This community-based plan does more than set forth a collective vision for the future growth and revitalization of Downtown Gainesville. It also sets up a practical framework for implementation that leverages ongoing partnerships with stakeholders and the nearby University of Florida.

Following the plan's unanimous adoption by City Commission in October 2022, City leadership immediately focused on enabling the first steps toward implementation. These steps included a two-day implementation retreat, led by MKSK, with City leaders, community leaders, and open public participation. Through site tours with local residents and business owners, interviews with downtown stakeholders from peer communities, and detailed discussion regarding downtown place management, capital project funding approaches and supporting policy and legislation, the City and project partners are poised to make substantive progress towards the community's vision for Downtown Gainesville. MKSK is currently supporting the City's efforts toward establishing a Business Improvement District (BID) for downtown, a key implementation action in the plan.



Awards:
2024 ASLA Florida Award of Honor
2023 International Downtown Association Award (IDA) of Excellence

Reference:
City of Gainesville
Sarit Sela, AIA, AICP, LEED AP
352.393.8649
selas@cityofgainesville.org

VIEW THE GAINESVILLE STRATEGIC PLAN







DECATUR TOWN CENTER PLAN 2.0 DECATUR, GA

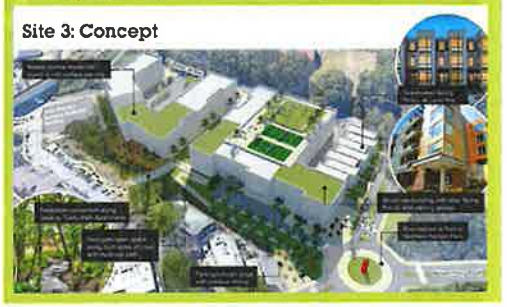
MKSK DEVELOPMENTSTRATEGIES

Supporting community growth and infill while retaining small town charm.

A vibrant in-town city just outside Atlanta, Decatur, Georgia is renowned in the region as a shining example of a growing, diverse, and walkable community. With more than 3,500 downtown residents and a MARTA rail station connecting the city with Metro Atlanta, Downtown Decatur has experienced incredible growth and infill within the last five years. As the first comprehensive look at Downtown Decatur in more than 40 years, the Decatur Town Center 2.0 Plan was an opportunity to evaluate how past planning efforts have been implemented, to take stock of the current state of downtown, and to create a new vision that carries downtown forward.

MKSK, together with Development Strategies, developed a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items. These Action Items help move downtown forward and achieve the promise of the vision created by the community through this planning process. This Vision for Downtown concludes with the re-imagining of three Opportunity Sites as mixed use and mixed income development, one of which is already slated for redevelopment with uses similar to those articulated in the plan. Since the plan's unanimous adoption, the City has funded the redesign for Decatur Square envisioned in the plan, and welcomed the announcement of a new hotel nearby.





Award:
2024 IDA Award of Excellence

Reference:
City of Decatur, Georgia
Angela Threadgill, Planning & Economic Development Director
404.371.8386
angela.threadgill@decaturga.com

VIEW THE DECATUR TOWN CENTER PLAN 2.0







DOWNTOWN TOLEDO MASTER PLAN TOLEDO, OH

MKSK DEVELOPMENTSTRATEGIES

Toledo's downtown resurgence continues with an updated Master Plan and investments in streets, mobility, and infrastructure.

MKSK's work with ConnecToledo, the City of Toledo, Lucas County, and Metroparks has resulted in the implementation of all 12 of the Downtown Plan's priority action items. The results since 2017 benefit all Toledoans: $244 million of completed catalytic projects, from the new ProMedica corporate headquarters to Promenade Park, to the residential conversion of downtown office towers and warehouse buildings for both market rate and workforce housing. Investment in the riverfront is nearly complete. More than $425 million of additional catalytic projects are currently implemented or underway, including the $200 million Glass City and International Park Metroparks that fulfill the community's vision of a restored riverfront park system on both sides of the Maumee River. An $80 million renovation to the Glass City Convention and Event Center and attached hotel is currently underway that will boost downtown's hospitality market. Downtown mobility improvements have also been made, with a new transit center, completion of the Jefferson Avenue Cycletrack, and the pedestrian-focused streetscape improvements complete on Summit Street. As a result of this planning effort and additional planning work by MKSK in downtown's Uptown neighborhood, Toledo was awarded a 2023 RAISE Grant of $20 million. Through this grant, Uptown will see significant investment in area streets, streetscapes, placemaking, and alternative transportation infrastructure. MKSK is currently working with Metroparks to design improvements to International Park to ensure east-side nieghbors have equitable access to the downtown riverfront.



Reference:
ConnecToledo
Paul Toth, President
419.249.5494
ptoth@connectoledo.org

VIEW THE DOWNTOWN TOLEDO MASTER PLAN







DOWNTOWN VISION & NEIGHBORHOOD PLANS AKRON, OH

MKSK DEVELOPMENTSTRATEGIES

Leveraging downtown growth to uplift nearby neighborhoods.

MKSK led a multidisciplinary team to create a vision for Downtown Akron that serves to guide public and private investment for downtown and central city area. The market-based plan fosters a rich diversity of downtown places and spaces that will attract and support people who live, work and play in Downtown Akron. With a focus on Main Street, the Downtown Akron Partnership and the City of Akron have been working since 2017 to implement public realm, streetscape, residential, retail and redevelopment projects. More than 500 residential units have been added in downtown through rehab projects at the Bowery Blocks, Canal Place and 159 Main Street.

Investments in public spaces have also been completed, with public art at Northside Green and the $10 million renovation of Lock 3. All of these projects are linked together by the $27 million investment in the Main Street Promenade that added a cycletrack, transit improvements, and new landscaping to create a comfortable, walkable, tree-lined corridor. Planning and design work has continued to guide additional investment in downtown through an MKSK-led Transit Oriented Development Feasibility Study and Main Street Catalyst Site Capacity Studies to determine market supported uses and required investment in transit infrastructure and public realm improvements. MKSK has also led plans for each of the neighborhoods adjacent to Downtown Akron to ensure that community investments uplift existing residents and connect them to the opportunities, jobs and activities that exist downtown. MKSK is finishing a plan update now that refreshes market data, studies equitable outcomes, and creates new focus area plans for downtown.



Reference:
Downtown Akron Partnership
Kimberly Beckett, President & CEO
330.374.7676
kbeckett@downtownakron.com

VIEW THE DOWNTOWN VISION + REDEVELOPMENT PLAN. VIEW THE NEIGHBORHOOD PLANS: MIDDLEBURY, KENMORE, UNIVERSITY PARK, WEST AKRON.







IMAGINE NICHOLASVILLE ROAD LEXINGTON, KY

MKSK WSP

Crafting a joint transportation and land use vision for one of Lexington's key corridors.

MKSK and WSP engaged the Lexington community to create a vision for Nicholasville Road, a major arterial that connects Downtown Lexington with neighboring Jessamine County. The study focuses on creating a joint transportation and land use vision for the corridor that pairs Bus Rapid Transit (BRT) with Transit Oriented Development (TOD). The study reached a wide demographic of the Lexington community through a vigorous engagement process. This included two public meetings, and an online survey with more than 5,000 responses.

The final plan re-imagines Nicholasville Road as a premium transit corridor and includes concepts for three catalyst sites. The sites, which include an aging retail shopping center, a traditional suburban mall, and a research farm owned by the University of Kentucky, were selected using a methodology involving objective criteria and input from the community. The concepts illustrate how TOD can occur on Nicholasville Road as commercial properties redevelop, and how this can help address Lexington's housing needs. The study's proposed transportation improvements create a vision for how to create a more pedestrian and transit-oriented street, with the goal of improving and increasing public transit use to move people more efficiently along this important regional corridor. Recommendations from this study will be used to guide future development efforts and decision-making for Nicholasville Road. The study will also be used to prioritize transportation investments and coordinate them with redevelopment as it occurs over time.



Reference:
Lexington-Fayette Urban County Government
Kenzie Gleason, Administrative Officer, Planning
859.258.3605
kgleason@lexingtonky.gov

VIEW IMAGINE NICHOLASVILLE ROAD PLAN



BUTCHERTOWN, PHOENIX HILL & NULU NEIGHBORHOOD PLAN LOUISVILLE, KY

MKSK WSP

A guiding document for future grow for three of Louisville's most vibrant and walkable downtown neighborhoods.

The Butchertown, Phoenix Hill, and NuLu Neighborhood Plan looked at three communities to create a guiding document for future growth. Just east of downtown, the 6.3-square-mile study area includes some of the most vibrant and unique communities in Louisville. The engagement process involved one public meeting, neighborhood canvassing with plan ambassadors, a website and online survey, and participation in various Neighborhood Advisory Group Meetings. This planning effort allowed residents to proactively address mobility, affordability, and historic preservation concerns.

The primary goal of this plan is to anticipate growth and develop an approach where new developments benefit residents across all socioeconomic groups. The Plan identified potential development sites along key corridors and recommends zoning and form district updates to encourage walkable and compact developments, establishes a connectivity framework based on converting one-way pairs into two-way complete streets, and sets a vision for the Beargrass Creek Greenway that includes open space and new development facing the creek.

The study ran in tandem with an additional data-driven connectivity analysis conducted by WSP that studied multi-modal connections to new and recent attractions.



Reference:
Louisville Metro Public Works
James Maynard, PE
502.574.6789
james.maynard@louisvilleky.gov

VIEW THE BPN NEIGHBORHOOD PLAN



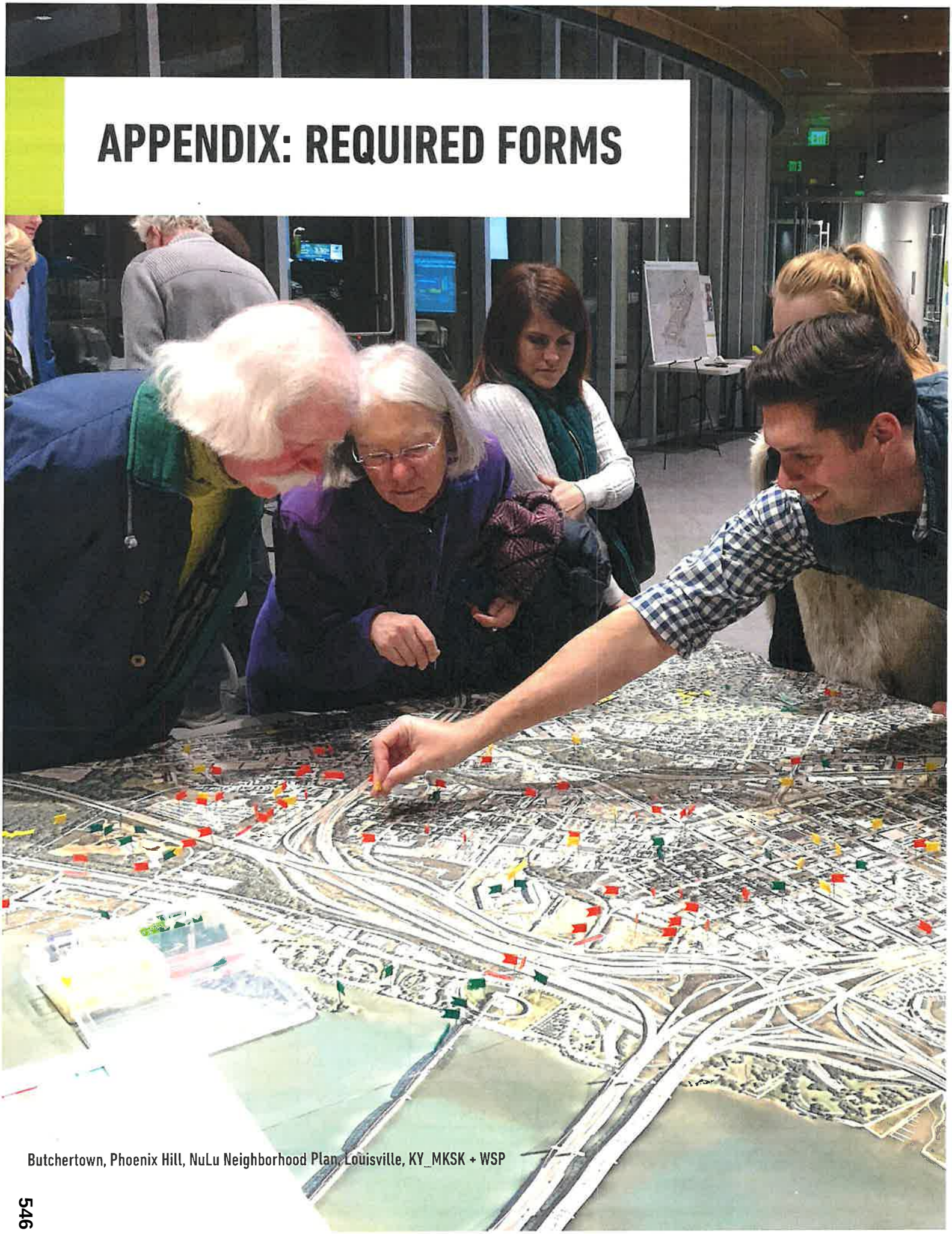
COST PROPOSAL

This fee proposal is based on our current understanding of the issues and expectations outlined in the request for proposals. We have prepared our budget to correspond with the key segments of the project approach as requested in the RFP, and including other primary components of our proposal. We are prepared to refine and adjust the scope of services and schedule meet your exact needs. If selected, we recommend a detailed scoping meeting to make any necessary adjustments and modify the fee allocations accordingly.

Task	Task Total
Task 0 – Project Startup and Coordination	$17,000
Task 1 – Existing Land Use Plans Assessment and Inventory	$45,875
Task 2 – Housing and Market Analysis	$55,000
Task 3 – Public Engagement	$133,500
Task 4 – Plan Development and Recommendations	$155,200
Task 5 - Draft Report	$62,000
Task 6 - Deliverables	$26,500
Total Fee	**$495,075**

Hourly Rates	Hourly Rate
MKSK	
Andrew Overbeck, Andy Knight, Chris Hermann, Principal	$300
Luis Calvo, Associate Principal	$250
Lyn Wenzel, Associate	$200
Carley Lemon, Urban Planner III	$175
Urban Planner II, Landscape Architect II	$160
Urban Planner I, Landscape Architect I	$140
Administration/Intern	$95
Development Strategies	
Matt Wetli, Principal	$275
Anu Samarajiva, Senior Associate	$200
WSP	
Elizabeth Farc, Senior Consultant	$175
Daniel Baer, Senior Vice President	$412
Austin Obenauf, Lead Consultant	$208
Consultant	$144
EHI Consultants	
Ed Holmes, Principal	$200
Ryan Holmes, Project Manager	$185
CivicLex	
Richard Young, Executive Director	$135
Kit Anderson, Deputy Director	$100
Project Specialist, Communications Specialist	$75
Urban Canopy Works	
Rachel Comte, Principal	$175

APPENDIX: REQUIRED FORMS



Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, KY_MKSK + WSP

AFFIDAVIT

Comes the Affiant, Andrew Overbeck / MKSK, Inc., and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Andrew Overbeck and he/she is the individual submitting the proposal or is the authorized representative of MKSK, Inc., 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 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. 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 Ohio

COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me by Andrew Overbeck on this the 13th day of March, 2025

My Commission expires: 12-02-2025

NOTARY PUBLIC, STATE AT LARGE

Ahmed A Mohamednur
State of Ohio
Notary Public
Commission No. 2018-RE-756854
My Commission Expires 12/2/2028

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	MKSK, Inc. *Name of Business*

AFFIRMATIVE ACTION PLAN / DIVERSITY PRACTICES

MKSK

We are committed to solving the pressing issues in our cities and communities. We do this by focusing on the interaction between people and place. We build on local strengths to create stronger communities and healthier environments.

At MKSK, we celebrate the diversity of the lived experiences and perspectives of each and every person while planning and designing inclusive communities and spaces that emphasize our shared humanity. The work we do at MKSK is strengthened when a diversity of people and perspectives are equitably included and able to come together to shape place, improve lives, and share the story.

MKSK is an equal opportunity employer that is committed to diversity, equity, and inclusion in the workplace. We prohibit discrimination of any kind based on race, ethnicity, religion, national origin, sex, gender identity, sexual orientation, age, disability, physical ability, veteran status, genetic information, pregnancy, or any other protected characteristic as provided by federal, state, or local laws. MKSK is dedicated to unbiased recruiting, hiring, career-development opportunities, healthcare, and employment practices, policies, and procedures. We recognize that all of us will gain in the end, as employers and employees and partners, minorities and majorities, when each of us becomes committed to this goal.

Our efforts extend far beyond program compliance through meeting a specific percentage of contract dollars. When we begin the process of developing a project team, we do an initial evaluation of the technical needs of the project, assess our internal staff availability and experience, and list opportunities where meaningful and measurable services can be provided by other team members, particularly minority-owned, women-owned or small business firms. Whenever possible, we will breakdown project scopes into smaller units to achieve greater participation.

The Team's commitment to utilize diverse businesses is ongoing. We actively strive to identify and outreach to local diverse A/Es and consultants to develop working relationships. We have developed strategic approaches and methodologies for achieving each client's desired diverse business goals. MKSK supports these programs primarily by working with locally based A/E and subject matter specialists firms as consultants on our projects. As part of these relationships, we negotiate for professional services and often provide mentoring to grow the capabilities of their staff. Our business objective is to develop project teams that provide value to the project, client and community. Helping to mentor and grow these local, small, and disadvantaged businesses directly reinforces that objective.

Honoring our commitment to diversity, equity, and inclusion, MKSK has committed to the Landscape Architecture Foundation's (LAF) campaign to support mentorship and scholarship programs for BIPOC students of Landscape Architecture, with an investment of $10,000 per year over the next five years.

mkskstudios.com

WORKFORCE ANALYSIS FORM

Name of Organization: MKSK, INC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	23	19	4														
Professionals	55	29	19	1	1					1	4						
Superintendents																	
Supervisors																	
Foremen																	
Technicians	39	10	15	2			1			1	10						
Protective Service																	
Para-Professionals																	
Office/Clerical	14	1	11			1					1						
Skilled Craft																	
Service/Maintenance																	
Total:	131	59	49	3	1	1	1			2	15						

Prepared by: Ahmed Mohamednur, Controller **Date:** 02 /24 /2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: MKSK, Inc.

Complete Address: 607 West Main Street (Street) Louisville, KY (City) 40202 (Zip)

Contact Name: Andrew Overbeck Title: Principal

Telephone Number: 614.621.2796 Fax Number: _____

Email address: aoverbeck@mkskstudios.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 4-2025

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Consultants Edward Holmes 333 W. Vine St. Lexington, KY 40507 859.425.4881 holmes@ ehiconsultants.com	DBE, MBE	Community Engagement	$40,075	8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran 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.

MKSK, Inc.
Company

Company Representative

3/13/25
Date

PRINCIPAL
Title

Outlook

FW: Lexington Downtown Plan

From Andy Knight <aknight@mkskstudios.com>
Date Thu 3/6/2025 4:49 PM
To Devon Mayhugh <dmayhugh@mkskstudios.com>

Andrew Knight PLA, ASLA
Principal

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | LOUISVILLE | ORLANDO | WASHINGTON D.C.

cell 859.559.7337

From: Ed Holmes <holmes@ehiconsultants.com>
Sent: Tuesday, November 19, 2024 11:05 AM
To: Andy Knight <aknight@mkskstudios.com>
Cc: Andrew J. Overbeck <aoverbeck@mkskstudios.com>
Subject: RE: Lexington Downtown Plan

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good morning Andy,

We are looking forward to teaming with you on the downtown master plan. I am available to meet on the 26th. Let me know the time and location. Thanks,

Edward J. Holmes, AICP
President

EHI Consultants
333 W. Vine Street
Suite 300
Lexington, Kentucky 40507
ph. 859.425.4881
fax. 859.254.8639
cell. 859.321.5643

holmes@ehiconsultants.com
www.ehiconsultants.com

From: Andy Knight <aknight@mkskstudios.com>
Sent: Tuesday, November 19, 2024 11:03 AM
To: Ed Holmes <holmes@ehiconsultants.com>
Cc: Andrew J. Overbeck <aoverbeck@mkskstudios.com>
Subject: Lexington Downtown Plan

Good morning Ed. Although the Downtown Lexington MP RFP hasn't hit the streets, I'd like to confirm with you that you are interested in joining the MKSK team. If so, we are planning to meet with WSP on the 26th at noon to discuss current state of affairs and strategies for our proposal response. You are more than welcome to join us. I'm sure our team would greatly benefit from your insight.

Happy to chat prior to the 26th as well if you'd like.
Andy

Andrew Knight PLA, ASLA
Principal

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cell 859.559.7337

Outlook

FW: Lexington Downtown Plan - MKSK Teaming

From Jane Jordan <jjordan@mkskstudios.com>
Date Thu 3/6/2025 1:07 PM
To Devon Mayhugh <dmayhugh@mkskstudios.com>

Jane Jordan
Principal, Chief Business Development Officer

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

office 614 621 2796
cell 513 313 4348
web mkskstudios.com

dialogue | linkedin | facebook | instagram | issuu

From: Jane Jordan
Sent: Monday, February 24, 2025 9:11 AM
To: Rachel Comte <rachel@urbancanopyworks.com>
Subject: RE: Lexington Downtown Plan - MKSK Teaming

Hi Rachel,

Great news!

I'll check our schedule and send you an invitation for tomorrow afternoon or Wednesday.

Jane Jordan
Principal, Chief Business Development Officer

MKSK
COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

office 614 621 2796
cell 513 313 4348
web mkskstudios.com

dialogue | linkedin | facebook | instagram | issuu

From: Rachel Comte <rachel@urbancanopyworks.com>
Sent: Monday, February 24, 2025 9:06 AM
To: Jane Jordan <jjordan@mkskstudios.com>
Subject: Re: Lexington Downtown Plan - MKSK Teaming

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Jane - Thanks for reaching out. I'm definitely up to discussing a collaboration for the Task 4 piece you mentioned. We are a SBA certified WOSB (100% woman owned). Our KY application is in the works (a matter of finding time). But the SBA thing usually is enough. Let me know if you want to scheduled a conversation. I'm open tomorrow afternoon or anytime on Wednesday. Thanks - Rachel

On Fri, Feb 21, 2025 at 3:28 PM Jane Jordan <jjordan@mkskstudios.com> wrote:

> Hi Rachel,
>
> I am excited to get back to you with an opportunity to collaborate.
>
> MKSK is pursuing the attached Lexington, KY Downtown Plan as the prime. Would you be interested in discussing joining our team for the following scope element:
>
> Task 4. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics
>
> Please can you also confirm that you are registered as a KY WBE.
>
> Thank you!
>
> Jane Jordan
> Principal, Chief Business Development Officer
>
> **MKSK**
> COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE | ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON
>
> **office** 614 621 2796
> **cell** 513 313 4348
> **web** mkskstudios.com
>
> dialogue | linkedin | facebook | instagram | issuu

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Rachel Comte | Principal; Urban Planner; Arborist
Urban Canopy Works, LLC
www.urbancanopyworks.com
ISA Board Certified Master Arborist® & TRAQ OH-6296B
859.638.2044

Outlook

LFUCG Certified List

From Sherita Miller <smiller@lexingtonky.gov>
Date Thu 3/6/2025 3:25 PM
To dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com>

1 attachment (110 KB)
LFUCG Certified List_February 2025_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Devon,

Per our telephone conversation, attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

250Lex
1775 – 2025

Outlook

LFUCG Certified List

From Sherita Miller <smiller@lexingtonky.gov>
Date Thu 3/6/2025 3:25 PM
To dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com>

1 attachment (110 KB)
LFUCG Certified List_February 2025_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Devon,

Per our telephone conversation, attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement

859.258.3323 office
lexingtonky.gov

LEXINGTON

250Lex

1775 – 2025

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	MKSK, Inc.	**Date:**	March 6, 2025
Project Name:	Downtown Area Master Plan	**Project Number:**	#4-2025
Contact Name:	Andrew Overbeck	**Telephone:**	614.621.2796
Email:	aoverbeck@mkskstudios.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☑

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text. EHI Consultants, CDTA, Kolar Design, All Together, Added Dimension

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☑ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☑ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☑ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☑ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☑ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☑ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☑ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☑ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text. See attached documentation following this form

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the 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 and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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.

MKSK, Inc.	
Company	**Company Representative**
3/13/25	PRINCIPAL
Date	**Title**

4870-1925-6809, v. 1

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

3/13/25
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 to the extent caused by or resulting from or arising out of any negligent 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, and 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 to the extent that they have arisen, directly or indirectly, from or by CONTRACTOR's negligent 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, and 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

MKSK

Louisville
Columbus
Atlanta
Chicago
Cincinnati
Cleveland
Greenville
Indianapolis
Lafayette
Orlando
Rochester
Washington, DC

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0405-25

File ID: 0405-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 155-2025 **In Control:** Urban County Council

File Created: 04/17/2025

File Name: Neighborhood Park Center Concession Agreement - Radcliff/Marboro Neighborhood Association **Final Action:** 05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a concession Agreement with the Radcliffe/Marlboro Neighborhood Association, for the management and operation of the Marlboro Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: SAF in the CCO. Returned to Roger via 6/13/2025. MS

Sponsors:

Enactment Date: 05/29/2025

Attachments: Blue Sheet Memo - Concession Agreement - Radcliffe-Marlboro NPC - Signed - Corrected2, Neighborhood Park Center Concession Agreement - Radcliffe-Marlboro Neighborhood Association - Signed - Corrected2, Neighborhood Center Agreements - infographic, LexParks-NeighborhoodCenters-Photos - Marlboro Highlighted, NPC Concession Agreement - Exhibit A Rules and Regs, NPC Rental Agreement Draft (Exhibit B), Biannual Financial Report (Exhibit C), NPC Stipend Reimbursement Form - Exhibit D, Public Risk Mitigation Form - Exhibit E, RESO 0405-25 Concession Agreement Marlboro Park Center 4907-8259-9743 v.1.docx, R-213-2025, Contract #155-2025, Contract #155-2025 (2)

Enactment Number: R-213-2025

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		

1 Urban County Council 05/29/2025 Approved Pass

Text of Legislative File 0405-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a concession Agreement with the Radcliffe/Marlboro Neighborhood Association, for the management and operation of the Marlboro Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Concession Agreement with the Radcliff/Marlboro Neighborhood Association for the management and operation of the Marlboro Neighborhood Park Center, located at 1870 Benton Pl. The term of the Agreement shall be for two (2) years, at a cost not to exceed $6,000 per year. Funds are Budgeted. (L405-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-707606-7641-75101

This Fiscal Year Impact: not to exceed $6,000 per year.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $63,814.74

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR, PARKS & RECREATION

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: April 21, 2025

SUBJECT: Neighborhood Park Center Concession Agreement
Radcliffe/Marlboro Neighborhood Association

Request:

Request Council authorization to execute a Concession Agreement with the Radcliffe/Marlboro Neighborhood Association for the management and operation of the Marlboro Neighborhood Park Center, located at 1870 Benton Pl., Lexington, KY 40505.

Purpose:

Parks & Recreation has traditionally had longstanding partnerships with neighborhood associations for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of *1} Neighborhood Engagement and Activation, and 2} Shared Governance and Accountability.* The concession agreement allows for neighborhood associations to designate Center Keyholders, who manage public access and community programming, on behalf of the neighborhood association. Rental income is retained by the neighborhood association, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The neighborhood association will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for 2 additional years. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds are budgeted in the FY 25 budget.

File Number: 0405-25

Director/ Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **May, 2025,** (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), & **Radcliffe/Marlboro Neighborhood Association** , a Kentucky nonprofit corporation, with a principal address located at 1870 Benton Pl, Lexington, KY 40505 (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Radcliffe/Marlboro Park Center** located at 1870 Benton Pl, Lexington, KY 40505 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

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

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1870 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. EXHIBITS. This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

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 the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. TERM OF AGREEMENT. Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. CENTER CONCESSIONS. LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

Marlboro Radcliffe Neighborhood Association
P.O. Box 11334
Lex. Ky 40575-1334

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

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

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

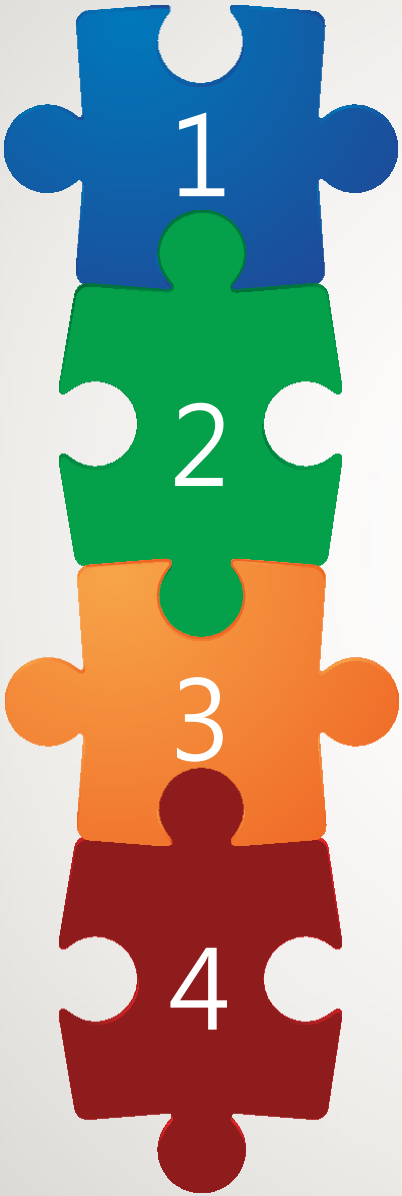
"NEIGHBORHOOD ASSOCIATION"
Radcliffe/Marlboro Neighborhood Association

By: Michelle K. Hutchison [sign] Date: April 14, 2025
Name: Michelle Hutchison [print]
Position: President

By: Patricia Berry [sign] Date: April 14, 2025
Name: Patricia Berry [print]
Position: Treasurer

By: Michelle K. Hutchison [sign] Date: April 14, 2025
Name: Michelle L. Hutchison [print]
Position: Center Keyholder

Concession Agreement
Neighborhood Park Centers



Neighborhood Engagement and Activation

Neighborhood Associations designate the Center Keyholders
Public access and community programming managed by NAs.
Rental income retained by NA, solely for community programs

Shared Governance and Accountability

Keyholder / NA reporting ensures safety & fiscal compliance
Parks fully responsible for utility & capital maintenance costs

✓ Parks' Annual Utility Costs = $100,000

Public Risk Mitigation Allowance (PRMA)

Neighborhoods retain Commercial General Liability Insurance
Cost reimbursement to neighborhoods, up to $1,000 per year

✓ Proposed Annual Incentives = $12,000

Rental Event Maintenance Stipend (REMS)

Commercial Janitorial / Housekeeping Services at NP Centers
Cost reimbursement to neighborhoods, up to $5,000 per year

✓ Proposed Annual Incentives = $60,000

LEXINGTON 582



Coolavin Park

550 W. 6th St. • 40508

1st District



Douglass Park

726 Georgetown St. • 40511

1st District



Green Acres Park

1560 La Salle Rd. • 40511

1st District



Highlands Park

1991 Mark Ave. • 40511

2nd District



Lou Johnson Park

190 Prall St. • 40508

3rd District



Marlboro Park

1870 Benton Pl. • 40505

1st District



Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District



Meadowthorpe Park

333 Larch Ln. • 40511

11th District



Oakwood Park

1050 Briarwood Dr. • 40511

1st District



Valley Park

2077 Cambridge Dr. • 40504

11th District



Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District



Woodhill Park

457 Larkwood Dr. • 40509

7th District

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF PARKS AND RECREATION
NEIGHBORHOOD PARK CENTER
MANAGEMENT RULES AND REGULATIONS

The Lexington-Fayette Urban County Government, Division of Parks and Recreation, at its discretion, may authorize a recognized community group or Neighborhood Association (the "Center Keyholder"), in Lexington- Fayette County, Kentucky to manage a Center owned by the Lexington-Fayette Urban County Government, Division of Parks and Recreation. A written agreement with LFUCG providing this authorization for the Center is required.

This authorization is given by LFUCG with the understanding that the Center Keyholder understands and fully agrees that all activities, functions and gatherings that anything it schedules or allows in the Center will be wholesome in nature; that it will not discriminate against any individual or group based on race, color, national origin, sex, age, religion, disability, sexual orientation or gender identity; that it will not violate any federal, state or local law; and will, to the best of its ability, protect the Center from damage by either its members of the general public or others that the Center Keyholder has authorized to use the Center. For the purpose of these guidelines, the Neighborhood Park Center is defined as the permanent structure or building and the immediate grounds on which the Center is located.

A. CENTER KEYHOLDER

As manager of the Center, the Center Keyholder shall have the right to obtain keys to the Center for the purpose of entering the Center at its discretion; to schedule any activities it deems appropriate; and to rent or allow the Center to be used by individuals or groups.

The Center Keyholder shall ensure that all doors and windows to the Center are locked and secure when the building is not being used to host an event. The Center Keyholder shall only provide keys to employees, agents, officers, invitees, or sub-lessees as necessary, and shall ensure that all such keys are returned immediately upon the conclusion of the events for which they are distributed. Each Center Keyholder shall be required to maintain a Key Log detailing the current holders of all keys to the Center to include rental parties. The log shall denote when the key was assigned and when it was returned. This log shall be available for inspection by the division upon request. The Center Keyholder shall immediately notify Owner should it lose any key to the Center, and shall reimburse Owner for the cost of replacing all locks on the Center immediately upon demand.

Furthermore, a list of key holders shall be provided in conjunction with the required biannual financial reports. Violation of this provision may result in termination of the Center Keyholder's authorization to manage the Neighborhood Park Center.

No current or prospective member of the Center Keyholder's group may serve as a key holder who has been convicted of any of the following, or who has charges pending for any of the

following, or who was indicted for any of the following, but whose charges were dismissed in exchange for a guilty plea:

i. Any crime or offense in which the victim was a minor;
ii. Any crime or offense of a sexual nature;
iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
iv. Any crime or offense involving illegal drugs within the last five (5) years;
v. More than one offense involving alcohol or firearm within the last five (5) years.

B. RENTAL OF THE CENTER

The Center Keyholder may, at their discretion, rent the Center to individuals or groups for their exclusive use for an agreed time period. The Center Keyholder will ensure that the individual(s) or group(s) renting the Center do not interfere with the public's general access to the park, except as to the specific Center being rented. However, it shall remain the responsibility of the Center Keyholder to ensure that the Center is maintained in a safe, neat, and orderly condition, that the Center is not accessed by unauthorized parties, and that the Center is not used for activities that violate any applicable statute, regulation, or ordinances, or cause a disturbance to others.

The Center Keyholder is responsible for requiring each user of the Center to sign a Center Rental Agreement. These agreements should include all rules and regulations pertaining to the rental or use of the Center. A sample of an appropriate Center Rental Agreement is attached.

The Center Keyholder establish rental fees for the Center and notify the Division of Parks and Recreation each year of these rates and at any time they are changed. The Center Keyholder is encouraged to provide discounted rates for non-profit or like groups.

In order to be permitted to access the Center to work with, in, at or for the Center as a youth leader (any person who is paid or volunteers to work as a leader of youth in an activity or programming that is open to the general public), each such person must first successfully clear a criminal background check. The Center Keyholder must perform a criminal background check with the Kentucky State Police on every prospective youth leader. No prospective youth leader shall be permitted access to the Center in such a capacity who has either been convicted of, plead guilty to, or has current charges pending related to any of the following crimes:

i. Any crime or offense in which the victim was a minor;
ii. Any crime or offense of a sexual nature;
iii. Any crime or offense of a violent nature; KRS 194A.380(3) states the definition of violent offender is "any person who has been convicted of or who has entered a plea of guilty to the commission of a capital offense, Class A felony, Class B felony involving the death of the victim or serious physical injury to the victim, or rape in the first degree, or sodomy in the first degree";
iv. Any crime or offense involving illegal drugs within the last five (5) years;
v. More than one offense involving alcohol or firearm within the last five (5) years.

In addition to obtaining a background check, the Center Keyholder is required to keep the following records related to youth leaders and shall make them available for inspection by LFUCG upon request: the names, home addresses, and telephone numbers of all youth leaders

as well as those whose applications are still under review, and shall submit to the Division of Parks and Recreation a signed, written statement verifying that all acting youth leaders have passed their background checks by no later than two (2) weeks before the youth-leader directed activity begins or occurs.

C. INCOME RECEIVED BY THE GROUP

The Division of Parks and Recreation recommends that the Center Keyholder hold all income received from renting the Center at a recognized bank or credit union. All proceeds generated by rental of the Center shall be used to provide maintenance or improvements to the Center, or in support of programming in the parks, which shall only be undertaken with advance written consent from the Division of Parks and Recreation. The proceeds generated may also be used to pay insurance premiums for use of the Center. The Center Keyholder must appoint or elect an officer to manage all income received from renting the Center. The Center Keyholder must file a financial report twice a year with the Division of Parks and Recreation in the form provided, and shall make its books and accounts related to the rental of the Center available to the Division of Parks and Recreation, or its designee, for inspection and audit with reasonable notice at reasonable times.

This report must include all monies received by the group from rentals of the Center, and any expenses paid for the express purpose of improving and maintaining the Center, supporting programming in the parks, or operating the Center on behalf of Parks and Recreation programs. It is the responsibility of the group to provide the Director of Parks and Recreation a completed Biannual Financial Report form on July 30 of each calendar year for the time period of January 1-June 30 and on January 30 of each calendar year for the time period of July 1 – December 30.

D. IMPROVEMENTS TO CENTER

Any and all improvements that the Association wants to make to the Center other than what would be considered routine maintenance must be presented to the Director of the Division of Parks and Recreation in writing and must contain the following information:

1. A detailed description of the improvement
2. Drawings and/or sketches as applicable
3. Exact location of improvement
4. Funding source for the improvement
5. Description of material and supplies to be used
6. Starting and completion date for the project

After the Director has reviewed the request, the Center Keyholder will be notified in writing of the Director's decision and, if approved, any additional requirements that may be imposed by the Division of Parks and Recreation. It should be fully understood that under no condition can work commence until approval has been granted. Any and all improvements made to a Center owned by the Lexington-Fayette Urban County Government becomes the property of Lexington-Fayette Urban County Government.

E. SUPPORTING PARKS PROGRAMMING

If the Center Keyholder elects to use proceeds from the rental of the Center to support programming in the parks, it must notify the Director of the Division of Parks and Recreation, in

writing before making such an expenditure, with a brief summary of the type and nature of such support. Such expense must be approved by the Director of the Division of Parks and Recreation.

F. PARKS AND RECREATION USE OF THE CENTER

The Division of Parks and Recreation shall retain the right to use the Center at its discretion. The Division of Parks and Recreation shall have the responsibility of coordinating Parks' use of the Center with the Center Keyholder's representative and shall make every effort to avoid conflict with its use. If conflict cannot be avoided, the final decision regarding use shall rest with the Division of Parks and Recreation.

G. POLITICAL ACTIVITIES

It is unlawful for any individual or group to use a Lexington-Fayette Urban County Government Center for the purpose of attempting to persuade individuals or groups to support or adhere to a particular political party or ideology. An individual or group may rent the Center and pay an agreed to fee in advance for the exclusive use of the Center for a period of time, and may, at its discretion, promote political activities at that Center.

H. MAINTENANCE OF CENTER

The Division of Parks and Recreation will, at its discretion, schedule routine maintenance at the Center on an on- going basis and does recognize that it has ultimate responsibility for the upkeep and care of the Center. It is expected and anticipated that the group will provide custodial service for any and all activities that it schedules or sanctions at the Center. Otherwise, the Center Keyholder shall notify LFUCG in writing of maintenance or repair needs to the Center immediately upon discovery of such needs. In the case of a rental at the Center the Center Keyholder shall be permitted to collect in advance, a damage and/or cleanup deposit and if necessary, use this fee to repair and/or clean the Center after said rental.

I. ACTIONS PROHIBITED DURING USE OF THE CENTER

In accordance with Sec. 14-19.4 of the LFUCG Code of Ordinances, no person shall carry a concealed deadly weapon in any building or portion of any building owned, leased, occupied or controlled by the Lexington-Fayette Urban County Government. Any person carrying a concealed deadly weapon shall be denied entrance into the Center and ordered to leave the building.

In accordance with Sec. 14-62(c)(1) of the Code of Ordinances, no person shall possess, sell, deliver or consume any alcoholic beverage in any park or park facilities except when authorized by a permit issued in writing by the Director of Park and Recreation. In accordance with Sec. 14-62(c)(20), no person shall discharge any firearm or air weapon except in designated areas within the park. Further, in accordance with Sec. 14-62(c)(21), no person shall enter or remain in any park areas at a time other than during those hours which the director has specified that the facilities are open for public use. All activities scheduled in the Center must conclude **no later than 11:00 p.m.**

In accordance with Sec. 14-103 of the Code of Ordinances, smoking is prohibited within a reasonable distance from the outside entrance of the Center so as to ensure that tobacco smoke does not enter the building through entrances, windows, ventilation systems, or other means.

With the exception of service animals, dogs and other animals are not permitted in the Center.

J. RENTAL EVENT MAINTENANCE STIPEND

LFUCG may reimburse the Neighborhood Association up to $5,000.00 annually for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and programs at the Center. Such services may include but are not limited to: building cleaning, floor maintenance, emergency contract services, deep cleaning, window cleaning, and carpet cleaning. All vendors must have a local business license and appropriate licenses/certifications when applicable.

Neighborhood Associations must fill out the Rental Event Maintenance Stipend Request Form. The maximum potential amount for reimbursement is $5,000.00 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30). Reimbursements will take at least 30 business days.

K. PUBLIC RISK MITIGATION ALLOWANCE

LFUCG may reimburse the Neighborhood Association up to $1,000.00 annually for the costs of required insurance policy premiums.

Neighborhood Associations must fill out the Public Risk Mitigation Request Form. The maximum potential amount for reimbursement is $1,000.00 total for the fiscal year. Fiscal year is June 30 – July 1. Multiple reimbursement forms can be submitted throughout the fiscal year. All forms shall be submitted to LFUCG Parks and Recreation with necessary documents included. All invoices must be submitted by May 1 to receive funds from current fiscal year. Reimbursements will take at least 30 business days.

EXHIBIT B

LEXINGTON

NEIGHBORHOOD PARK CENTER RENTAL AGREEMENT

_____

Neighborhood Park Center Delegation

Address: _____ Lexington, KY _____

Upon request of _____ Date _____
Name of Person applying Today

_____ _____
Address City and Zip Code Phone

Permission for use of _____Neighborhood Center to _____
Organization/Individual Name

For_____ people, from _____ am/pm to _____ am/pm SUN M TU W TH F SAT
Number Time Time

Date(s) _____ Purpose or nature of meeting/activity _____

1. No one under the age of 21 may rent the Center. The Applicant is responsible for the Center's equipment and also responsible for the group's conduct and respect for the Center.
2. Sales, or the exchanging of money, are not permitted unless authorized by the Director of Parks and Recreation.
3. Alcoholic beverages are not permitted.
4. Smoking is prohibited within a reasonable distance from the outside entrance to the Center.
5. Carrying a concealed deadly weapon in the Center or on the premises is not permitted.
6. No fighting or profanity are allowed in the Center or on the grounds. Failure to adhere to this policy may result in the revocation of rental privileges or Center use in the future.
7. Children must be supervised at all times.
8. The cost for single event rental is _____ and_____ damage deposit, payable in cash. This total is to be paid at the time the rental agreement is signed.
9. Any noise ordinance infringement will result in the loss of damage deposit and permit holder may be subject to additional fees or fines.
10. Any person renting _____ Neighborhood Center cannot, in any way, transfer their rental privilege to any other person or persons.
11. Police are subject to patrol all events.
12. All decorations must be removed immediately after the activity. Any decorations which have damaged the Center will result in loss of damage deposit and you may be subject to additional charges for repairs.

DRAFT

EXHIBIT B

13. All activities must cease and the Center vacated by 11:00 p.m., with no exceptions. The Applicant is responsible for ensuring the parking lot is clean (dispose of paper, plastic, cans, bottles, etc.). Chairs and tables must be properly stacked on the carrier. No chairs or tables may be moved outside of the building.
14. Any person or group renting the Center shall comply with all ordinances, statutes, state and federal law.
15. The Applicant shall release, absolve, indemnify, save and hold harmless the Lexington-Fayette Urban County Government, the Division of Parks and Recreation, and their agents and employees, from and against all liability, claims, and demands on account of personal injuries (including, without limitation to the foregoing, workmen's compensation and death claims) or property loss or damage of any kind whatsoever, to the permit holder or any individual(s) injured at the function for which the Center is being used, which arise out of or in any manner is connected with the performance of this contract, regardless of whether such injury, loss, or damage is caused by, or be claimed to be caused by, the negligence of the permit holder or of the Lexington-Fayette Urban County Government, the Division of Parks and Recreation, or by any of their agents or employees, the _____ Neighborhood Park Center, or by accident or otherwise.

Any person in violation of this rental agreement will not receive a refund. If any violation of this agreement is observed while the Center is being rented, the person/persons in charge will be asked to vacate the Center at once.

I/ we agree to abide by the regulations outlined above and fully understand that the refund is forfeited if any violation of this agreement occurs. NO EXCEPTIONS.

Total Charge _____ Date Paid _____ Check or Cash

Deposit Amount _____ Amount Refunded _____ Date _____

The undersigned agrees to the terms of this agreement.

_____ _____

Signature of Applicant Signature of Neighborhood Park Center Representative

DRAFT

EXHIBIT C

LEXINGTON

NEIGHBORHOOD PARK CENTER
BIANNUAL FINANCIAL REPORT

Group Name: _____
Mailing Address: _____
_____

Financial Statement for 6 months ending _____, 202_____

REVENUE

- Rentals
  - Number of Rentals: _____
  - Revenue Received: _____
  - **TOTAL REVENUE: _____**

EXPENSES (Copies of receipts should be included)

- Spent on Parks Facility/Building
  - _____ $ _____
  - _____ $ _____
  - _____ $ _____
- Spent on Park Improvements
  - _____ $ _____
  - _____ $ _____
  - _____ $ _____
- Other Expenditures (Programming at Park)
  - _____ $ _____
  - _____ $ _____

TOTAL EXPENSES: $_____

NET INCOME FOR SIX MONTHS (Income minus Expense): $ _____

CASH BALANCE ON PREVIOUS REPORT: $ _____

NET BALANCE AS OF THIS REPORT
(Net Income for six months Plus Cash Balance from last six months):
$_____

This report is submitted by me and I attest to its accuracy and completeness:

Center Keyholder Name: _____

Signature: _____ Date: _____

Please attach list of keyholders with submission of Financial Report

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

REQUEST FORM:
RENTAL EVENT MAINTENANCE REIMBURSEMENT

The purpose of this form is to allow Neighborhood Associations to apply for reimbursement by LFUCG for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and programs at the Center. Such services may include but are not limited to: building cleaning, emergency contract services, deep cleaning, window cleaning, carpet cleaning, and floor cleaning and/or maintenance at the Center. All vendors must have a local business license and appropriate licenses/certifications when applicable.

The maximum potential amount for reimbursement is $5,000 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year to cmitchell@lexingtonky.gov. Necessary documentation must be included with receipts attached. Payouts will take at least 30 days. All reimbursement requests must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30).

Neighborhood Center Information:

Requesting Neighborhood Park Center: _____

Summary of Expenses:

	Date of Purchase	Payable To	Purpose of Expenditure	Item(s) Purchased	Vendor	Cost of Expenditure
1						
2						
3						
4						
5						
6						
7						
8						
9						

Expenses Total: _____

I certify that these are valid business expenses:
Reimburse/Keyholder Signature: _____
Reimburse/Keyholder Name: _____

LFUCG Parks and Recreation:
Approved by: _____ Date: _____

MAYOR LINDA GORTON

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

REQUEST FORM:
PUBLIC RISK MITIGATION ALLOWANCE

The purpose of this form is to allow Neighborhood Associations to apply for reimbursement by LFUCG for expenses incurred to retain insurance for purposes of rental event activities and/or allowing public access to the Center. All vendors must have a local business license and appropriate licenses/certifications when applicable.

The maximum potential amount for reimbursement is $1,000 total for the fiscal year (July 1-June 30). Multiple reimbursement forms can be submitted throughout the fiscal year to cmitchell@lexingtonky.gov. Necessary documentation must be included with receipts attached. Payouts will take at least 30 days. All reimbursement requests must be submitted by May 1 to receive funds from current fiscal year (July 1-June 30).

Neighborhood Center Information:

Requesting Neighborhood Association: _____

Summary of Expenses:

	Date of Purchase	Payable To	Purpose of Expenditure	Item(s) Purchased	Vendor	Cost of Expenditure
1						
2						
3						
4						
5						
6						
7						
8						
9						

Expenses Total: _____

I certify that these are valid business expenses:
Reimburse/Cardholder Signature: _____
Reimburse/Cardholder Name: _____

LFUCG Parks and Recreation:
Approved by: _____ Date: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE RADCLIFFE/MARLBORO NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE MARLBORO NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 the Concessions Agreement, which are attached hereto and incorporated herein by reference, with the Radcliffe/Marlboro Neighborhood Association, for the management and operation of the Marlboro Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the Radcliffe/Marlboro Neighborhood Association, from account #1101-707606-75101.

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
0405-25:GET:4907-8259-9743, v. 1

RESOLUTION NO. 213 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE RADCLIFFE/MARLBORO NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE MARLBORO NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 the Concessions Agreement, which are attached hereto and incorporated herein by reference, with the Radcliffe/Marlboro Neighborhood Association, for the management and operation of the Marlboro Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the Radcliffe/Marlboro Neighborhood Association, from account #1101-707606-75101.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0405-25:GET:4907-8259-9743, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **4th** day of **April**, **2025**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Radcliff/Marlboro Neighborhood Association**, a Kentucky nonprofit corporation, with a principal address located at 1870 Benton Pl, Lexington, KY 40505 (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Radcliff/Marlboro Park Center** located at 1870 Benton Pl, Lexington, KY 40505 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

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

1. RECITALS INCORPORATED; DEFINITIONS. The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

a. "Center Keyholder" means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
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Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

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 the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:
Marlboro Radcliffe Neighborhood Association
P.O. Box 11334
Lex. Ky 40575-1334

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

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

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

Date: 6/13/2025

ATTEST:
Mackenzie Stock
Deputy Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
Radcliff/Marlboro Neighborhood Association

By: Michelle L. Hutchison [sign]
Name: Michelle Hutchison [print]
Position: President

Date: April 14, 2025

By: Patricia Berry [sign]
Name: Patricia Berry [print]
Position: Treasurer

Date: April 14, 2025

By: Michelle L. Hutchison [sign]
Name: Michelle L. Hutchison [print]
Position: Center Keyholder

Date: April 14, 2025

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WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

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inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

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ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

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Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:
Marlboro Radcliffe Neighborhood Association
P.O. Box 11334
Lex. Ky 40575-1334

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c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

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agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

Date: 6/13/2025

ATTEST:
Mackenzie Stock
Deputy Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
Radcliff/Marlboro Neighborhood Association

By: Michelle L. Hutchison [sign]
Name: Michelle Hutchison [print]
Position: President

Date: April 14, 2025

By: Patricia Berry [sign]
Name: Patricia Berry [print]
Position: Treasurer

Date: April 14, 2025

By: Michelle L. Hutchison [sign]
Name: Michelle L. Hutchison [print]
Position: Center Keyholder

Date: April 14, 2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0406-25

File ID:	0406-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	166-2025	**In Control:**	Urban County Council
				File Created:	04/17/2025
File Name:	Philharmonic Performance for 250Lex			**Final Action:**	05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for a free community concert on September 7, 2025, as part of Lexington's 250th Anniversary year, at a cost not to exceed $45,000. [Mayor's Office, Lyons]

Notes: SAF in the CCO. Returned to Heather Lyons 6/24/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Council Memo LexPhil Contract, 250Lex Concert Contract - April 4 2025, RESO 0406-25 Lexington Philharmonic for 250LEX 4917-6368-2618 v.1.docx, R-214-2025, Contract #166-2025	**Enactment Number:**	R-214-2025
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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0406-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Lexington Philharmonic for a free community concert on September 7, 2025, as part of Lexington's 250th Anniversary year, at a cost not to exceed $45,000. [Mayor's Office, Lyons]

Summary

Authorization to execute a Contract with the Lexington Philharmonic for a

free-to-the-community concert on September 7, 2025, as part of Lexington's 250th anniversary year at a cost of $45,000. These funds will go towards the payment of the Lexington Philharmonic, guest artists and musicians, technical crews, refreshments and activities. Funds are Budgeted. (L0406-25)(Lyons/Scott)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Gabriel Thatcher, 4/17/2025]}

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

Fully Budgeted [select]: Yes

Account Number: 1101-134202-1471-71299

This Fiscal Year Impact: $45,000.00

Annual Impact: $N/A

Project:

Activity:

Budget Reference:

Current Balance: $45,000

MAYOR LINDA GORTON

LEXINGTON

SALLY HAMILTON
CHIEF ADMINISTRATIVE OFFICER

TO: Mayor Linda Gorton

Urban County Council Members

FROM: Heather Lyons, Mayor's Office

CC: Tyler Scott, Chief of Staff

DATE: April 17, 2025

SUBJECT: Contract Agreement

Authorization to: Enter into a contract with the Lexington Philharmonic for a free community concert as part of Lexington's 250th anniversary year.

Why are you requesting? The LFUCG and Blue Grass Community Foundation commissioned Lexington native and internationally recognized composer Shawn Okpebholo to create a new orchestral composition for the Lexington Philharmonic in recognition of Lexington's 250th anniversary.

The world premiere of this composition will be presented in a community concert at the University of Kentucky's Singletary Center for the Arts on September 7, 2025. The Lexington Philharmonic will contract with all guest artists and rehearse and perform a full concert on that day. Additionally, LexPhil will also provide marketing, promotion, and ticketing support (free tickets) for the event.

Tickets and activities will be free for participants. Expenses are required for the payment of the Lexington Philharmonic, guest artists and musicians, technical crews, refreshments and activities.

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.

Department needs this action completed because: Funding for this event will be provided from several sources, including FY25 Budget Surplus funds ($45,000). Additional funding for the execution of this contract will be provided by the 250LEX Commission and the Picnic with the Pops Commission.

What is the cost in this budget year and future budget years? The contribution by the LFUCG's FY25 Budget Surplus will be $45,000. There will be no additional LFUCG funds utilized in future years.

Are the funds budgeted? YES

Account number: 1101-134202-1471-71299

File Number: 0406-25

Director/Commissioner: Heather Lyons/Tyler

Scott

EVENT AGREEMENT

AGREEMENT made **Tuesday, March 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "PHILHARMONIC") and the **Lexington Fayette Urban County Government** (hereinafter "PRESENTER") for Nplanning and execution of **250LEX: Concert for Lexington** (hereinafter "CONCERT") on September 7, 2025.

Schedule: *(listed herein with understanding that details may change)*
All rehearsals and performance will take place at the Singletary Center for the Arts (hereinafter "VENUE") located at 405 Rose St, Lexington, KY 40508.

Dates	Time	Description
Wednesday, September 3, 2025	10:00 AM - 5:00 PM	Tech Load-In
	7:30 PM - 10:00 PM	Rehearsal
Thursday, September 4, 2025	7:30 PM - 10:00 PM	Rehearsal
Friday, September 5, 2025	3:30 PM - 6:30 PM	Soundcheck
	7:30 PM - 10:00 PM	Rehearsal
Saturday, September 6, 2025	1:00 PM - 3:30PM	Dress Rehearsal
Sunday, September 7, 2025	3:00 PM	Concert

Concert: (1) 90 minute program to consist of approximately 70 minutes of music, plus 20 minute intermission. Repertoire and guest artists to be mutually agreed upon by the PHILHARMONIC and PRESENTER. PRESENTER and PHILHARMONIC hereby agree that this event is offered free of charge to attendees.

Compensation:
In return for planning and execution of CONCERT by PHILHARMONIC and the responsibilities outlined below in accordance with the terms and conditions stated herein, PRESENTER agrees to pay PHILHARMONIC: **$100,500 (One Hundred Thousand, Five Hundred Dollars)**. 50% of the fee ($50,250) will be paid **July 1, 2025**, and the remaining 50% ($50,250) within 5 business days following the performance. In addition, any direct expenses incurred by the PHILHARMONIC for this event, beyond the above fee, will be invoiced separately to the PRESENTER.

Responsibilities:
PHILHARMONIC will provide and/or contract:

- Lexington Philharmonic Musicians
- Music Director/Conductor Mélisse Brunet
- Guest Artists, including but not limited to Ben Sollee, Joslyn & The Sweet Compressions, Central Kentucky Youth Orchestra (CKYO)
- Music licensing, rental, preparations, and orchestral chart arrangements for guest artists
- Hospitality for guest artists, orchestra musicians, and crew
- Stage Manager(s)
- Production logistics and staffing in addition to VENUE production and staffing, for rehearsals & performance
- Orchestral equipment and transportation: all instruments, conductor podium, stand lights, etc.

- Piano tuning services
- Any additional sound, lighting and video equipment not provided by VENUE
- Audio Recording
- Additional technical workers as needed
- Event promotion, including but not limited to postcard, poster, e-news, and social media
- Concert Program book design and printing
- Ticketing and box office services

PRESENTER will contract and/or provide:

- Commission fee and travel expenses for composer Shawn Okpebholo
- VENUE rental and labor
- All required personnel and labor for live streaming and simulcast operations
- Fee to PHILHARMONIC as outlined above
- Parking for PHILHARMONIC musicians, guest artists, staff & crew behind or as close to VENUE as possible.

LEXINGTON PHILHARMONIC TERMS & CONDITIONS:

1. PRESENTER and PHILHARMONIC hereby agree that this event is offered free of charge to attendees.
2. No person shall be denied admission to the performance(s) because of age, race, ethnicity, nationality, religion, creed, individual political opinions, disability, sexual orientation, or gender identity/expression. VENUE must ensure space is ADA compliant.
3. PRESENTER will provide and pay for place of performance and arrange for reasonable access thereto. VENUE will ensure that the facilities are clean, well-lit and in good order.
4. PHILHARMONIC is the ticketing agent for this event and is solely responsible for establishing ticketing procedures. Any ticketing requests by PRESENTER shall be directed to PHILHARMONIC'S Patron Experience Manager.
5. PRESENTER will secure a support space at the VENUE with ample surfaces/tables for musicians to gather and leave their instrument cases during the performance, in close proximity or behind the stage, e.g. Rehearsal Room, with access during the above schedule.
6. PRESENTER will furnish and pay for such local licenses, ushers, policemen, firemen and other items or personnel as required by VENUE management or by public authorities.
7. PHILHARMONIC shall be under no liability for failure to appear or perform in the event such failure is due to an act of regulation by public authorities, labor difficulty or strike, civic tumult, interruption or delay of transportation services, a pandemic or epidemic of illness, or those conditions that do not conform to the PHILHARMONIC's Master Agreement (CBA) with musicians, force majeure or any other cause beyond control of the PHILHARMONIC.
8. In the event that a guest artist is incapable of performing within the terms and conditions of their contract with the PHILHARMONIC, PHILHARMONIC shall be under no liability to perform the portion of the concert for which that guest artist has been contracted.
9. In the event the concert must be postponed or canceled due to emergency conditions or other circumstances rendering it impossible for the performance to occur, the PHILHARMONIC Director of Artistic Operations will notify the PRESENTER at the earliest time possible and in consultation, will seek to rectify.

10. PRESENTER will prevent the unauthorized professional broadcasting, recording, or photographing of the performance(s). Authorization for such activities will require written consent from the PHILHARMONIC.
11. PHILHARMONIC shall be permitted to record and shall own audio and video recordings of rehearsal and concert. PHILHARMONIC shall engage recording and audio engineer at its own expense, as stipulated in "Responsibilities" in this agreement.
12. Performance shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s),organization(s), or sponsor(s) other than PRESENTER, unless expressly specified in this agreement.
13. Any PRESENTER merchandising (T-shirts, hats, etc.) using the PHILHARMONIC name and/or brand must be requested in writing and approved in advance by the PHILHARMONIC Executive Director, at which time a separate agreement for merchandising will be issued.
14. PRESENTER, to the extent permissible by law, hereby agrees to indemnify, defend, and hold harmless PHILHARMONIC and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of PRESENTER, its agents, employees, vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by PRESENTER. In the event said injury or loss arises from the negligence of PRESENTER or its employees, vendors, affiliates, subcontractors, or volunteers, PRESENTER shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages. This indemnification obligation shall survive the termination or expiration of this Agreement. Nothing contained herein is intended to be, nor shall it be construed as, a waiver of any defense, including sovereign immunity or any other third party defenses.
15. PRESENTER shall, not less than 14 (fourteen) days prior to any performance hereunder, provide to the PHILHARMONIC and VENUE a certificate(s) of insurance evidencing commercial general liability insurance coverage in the amount of one million dollars ($1,000,000) per occurrence, with such terms and conditions as are customary for similar events and reasonably acceptable to the PHILHARMONIC. Any waiver of insurance requirements, if granted, shall not relieve PRESENTER of its obligations hereunder.
16. PRESENTER shall provide a VENUE representative and/or PRESENTER representative to be on the premises continuously where any rehearsal or performance is to occur beginning one hour prior to the rehearsal or performance and until the listening audience and/or performers have cleared the premises.
17. PRESENTER shall take all steps reasonably necessary to provide for the personal safety of PHILHARMONIC's personnel and the audience, including but not limited to, the following;
    A. PRESENTER shall determine an emergency plan and communicate that plan to PHILHARMONIC at least fourteen (14) days in advance for adequate preparation.
    B. PRESENTER shall provide personnel adequate in number and training for security and crowd control purposes.
    C. PRESENTER shall provide reliable communication facilities and operators for use in emergency situations.
    D. PRESENTER will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the PHILHARMONIC.
    E. PRESENTER will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event.
    F. On the date of the performance, PRESENTER and PHILHARMONIC will review the final

emergency plan.

18. If the PHILHARMONIC, in consultation with the VENUE and PRESENTER, determines to delay the start time, suspend and resume the concert at a later time on the same date due to weather or emergency conditions, or relocate the concert to an alternate venue, the PRESENTER agrees to pay all reasonable additional costs actually incurred as a result of such changes, including but not limited to musician overtime, equipment rental, staffing, venue fees, and technical support.
19. All correspondence and communication regarding this agreement shall be between the signatories hereto, Heather Lyons (LFUCG), and the PHILHARMONIC'S Director of Artistic Operations.
20. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65-95 degrees Fahrenheit.

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: **FOR: Lexington Fayette Urban County Government**

BY: _____

Linda Gorton Date
Mayor

FOR: Lexington Philharmonic

BY: _____

Brooke Raby, Date
Executive Director

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR A FREE COMMUNITY CONCERT ON SEPTEMBER 7, 2025, AS PART OF LEXINGTON'S 250TH ANNIVERSARY YEAR, AT A COST NOT TO EXCEED $45,000.

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 the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for a free community concert on September 7, 2025, as part of Lexington's 250th anniversary year.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1101-134202-17299, 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
0406-25:GET:4917-6368-2618, v. 1

RESOLUTION NO. 214 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE LEXINGTON PHILHARMONIC FOR A FREE COMMUNITY CONCERT ON SEPTEMBER 7, 2025, AS PART OF LEXINGTON'S 250TH ANNIVERSARY YEAR, AT A COST NOT TO EXCEED $45,000.

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 the agreement, which is attached hereto and incorporated herein by reference, with the Lexington Philharmonic for a free community concert on September 7, 2025, as part of Lexington's 250th anniversary year.

Section 2 – That an amount, not to exceed $45,000, be and hereby is approved for payment to the Lexington Philharmonic from account # 1101-134202-17299, 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: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0406-25:GET:4917-6368-2618, v. 1

LEXINGTON PHILHARMONIC

EVENT AGREEMENT

AGREEMENT made **Tuesday, March 18, 2025** by and between the **Lexington Philharmonic** (hereinafter "PHILHARMONIC") and the **Lexington Fayette Urban County Government** (hereinafter "PRESENTER") for planning and execution of **250LEX: Concert for Lexington** (hereinafter "CONCERT") on September 7, 2025.

Schedule: *(listed herein with understanding that details may change)*
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Concert: (1) 90 minute program to consist of approximately 70 minutes of music, plus 20 minute intermission. Repertoire and guest artists to be mutually agreed upon by the PHILHARMONIC and PRESENTER. PRESENTER and PHILHARMONIC hereby agree that this event is offered free of charge to attendees.

Compensation:
In return for planning and execution of CONCERT by PHILHARMONIC and the responsibilities outlined below in accordance with the terms and conditions stated herein, PRESENTER agrees to pay PHILHARMONIC: **$100,500 (One Hundred Thousand, Five Hundred Dollars)**. 50% of the fee ($50,250) will be paid **July 1, 2025**, and the remaining 50% ($50,250) within 5 business days following the performance. In addition, any direct expenses incurred by the PHILHARMONIC for this event, beyond the above fee, will be invoiced separately to the PRESENTER.

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9. In the event the concert must be postponed or canceled due to emergency conditions or other circumstances rendering it impossible for the performance to occur, the PHILHARMONIC Director of Artistic Operations will notify the PRESENTER at the earliest time possible and in consultation, will seek to rectify.

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11. PHILHARMONIC shall be permitted to record and shall own audio and video recordings of rehearsal and concert. PHILHARMONIC shall engage recording and audio engineer at its own expense, as stipulated in "Responsibilities" in this agreement.
12. Performance shall not be in conjunction with or imply endorsement of any commercial product or services or of any person(s),organization(s), or sponsor(s) other than PRESENTER, unless expressly specified in this agreement.
13. Any PRESENTER merchandising (T-shirts, hats, etc.) using the PHILHARMONIC name and/or brand must be requested in writing and approved in advance by the PHILHARMONIC Executive Director, at which time a separate agreement for merchandising will be issued.
14. PRESENTER hereby agrees to indemnify, defend, and hold harmless PHILHARMONIC and its agents from and against any and all liability for compensatory damages and, to the extent permitted by applicable law, punitive damages, as well as any related claims, suits, or expenses, including reasonable attorney fees, in connection with bodily injury, loss of life, or property damage arising at any time from or in connection with the negligent act or omission of PRESENTER, its agents, employees, vendors, affiliates, subcontractors, or volunteers, or arising out of the event to the extent caused by PRESENTER. In the event said injury or loss arises from the negligence of PRESENTER or its employees, vendors, affiliates, subcontractors, or volunteers, PRESENTER shall, at its own expense, assume the defense of any such claims or actions and shall be responsible for any resulting judgments, settlements, or damages. This indemnification obligation shall survive the termination or expiration of this Agreement.
15. PRESENTER shall, not less than 14 (fourteen) days prior to any performance hereunder, provide to the PHILHARMONIC and VENUE a certificate(s) of insurance listing PHILHARMONIC as additional insureds and evidencing commercial general liability insurance coverage in the amount of one million dollars ($1,000,000) per occurrence, with such terms and conditions as are customary for similar events and reasonably acceptable to the PHILHARMONIC. Any waiver of insurance requirements, if granted, shall not relieve PRESENTER of its obligations hereunder. Nothing contained herein is intended to be, nor shall it be construed as, a waiver of any defense, including sovereign immunity, that PRESENTER may have as to any third party.
16. PRESENTER shall provide a VENUE representative and/or PRESENTER representative to be on the premises continuously where any rehearsal or performance is to occur beginning one hour prior to the rehearsal or performance and until the listening audience and/or performers have cleared the premises.
17. PRESENTER shall take all steps reasonably necessary to provide for the personal safety of PHILHARMONIC's personnel and the audience, including but not limited to, the following;
    A. PRESENTER shall determine an emergency plan and communicate that plan to PHILHARMONIC at least fourteen (14) days in advance for adequate preparation.
    B. PRESENTER shall provide personnel adequate in number and training for security and crowd control purposes.
    C. PRESENTER shall provide reliable communication facilities and operators for use in emergency situations.
    D. PRESENTER will refrain from using extra-musical or special-effect device(s) of an explosive nature, combustible or otherwise potentially harmful nature unless requested in writing and approved by the Executive Director of the PHILHARMONIC.
    E. PRESENTER will abide by any local and national COVID-19 health and safety guidelines in effect at the time of the event.

F. On the date of the performance, PRESENTER and PHILHARMONIC will review the final emergency plan.

18. If the PHILHARMONIC, in consultation with the VENUE and PRESENTER, determines to delay the start time, suspend and resume the concert at a later time on the same date due to weather or emergency conditions, or relocate the concert to an alternate venue, the PRESENTER agrees to pay all reasonable additional costs actually incurred as a result of such changes, including but not limited to musician overtime, equipment rental, staffing, venue fees, and technical support.
19. All correspondence and communication regarding this agreement shall be between the signatories hereto, Heather Lyons (LFUCG), and the PHILHARMONIC'S Director of Artistic Operations.
20. Under no circumstances will there be a performance or rehearsal if musicians are in direct sunlight, dew, rain, mist, dangerous weather, conditions which might endanger personal health or the condition of the musicians' instruments or extreme temperature conditions outside of the range of 65-95 degrees Fahrenheit.

In witness whereof, the parties hereto have executed this AGREEMENT:

AGREED: **FOR: Lexington Fayette Urban County Government**

BY: Linda Gorton 6/24/2025
Linda Gorton — Date
Mayor

FOR: Lexington Philharmonic

BY: June 16, 2025
Brooke Raby, — Date
Executive Director

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into on this 25th day of June 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 **LEXINGTON HABITAT FOR HUMANITY, INC.**, a Kentucky non-profit corporation pursuant to KRS Chapter 273, and whose mailing address is 700 East Loudon Avenue, Lexington, Kentucky 40505 (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, GOVERNMENT and SUBRECIPIENT entered into an Agreement dated January 12, 2023 ("Agreement"), in which SUBRECIPIENT, whose Unique Entity Identifier is XANDSH7SEF14, was allocated $50,000 in federal HOME funds (CFDA # 14.239) pursuant to which HUD agreed to make a grant to the GOVERNMENT under Federal Award Number M-22-MC-21-0201 awarded on August 31, 2022 as provided by the 2022 Consolidated Plan for down-payment assistance for Lexington Habitat for Humanity's First-Time Homebuyer's Program for low-income families;

WHEREAS, SUBRECIPIENT has requested additional time to complete program activities;

WHEREAS, the Agreement provides for all amendments to be in writing executed by GOVERNMENT and SUBRECIPIENT;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree to amend the Agreement as follows:

ARTICLE I B. Duration of the Agreement, shall be amended in its entirety to read as follows:

> "The SUBRECIPIENT agrees to complete all activities under this Agreement no later than December 31, 2026."

In all other respects, except as specifically modified herein, the terms of the Agreement dated January 12, 2023, shall remain in full force and effect with respect to the provisions outlined therein, and all the terms and conditions of that Agreement are incorporated herein by reference.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

SIGNATURE PAGE TO FOLLOW.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY Linda Gorton
Linda Gorton, Mayor

ATTEST:

Mackenzie Stack
Clerk of Urban County Council
Deputy

LEXINGTON HABITAT FOR HUMANITY, INC.

BY:
Darryl Neher, CEO

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0409-25

File ID: 0409-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 145-2025 **In Control:** Urban County Council

File Created: 04/18/2025

File Name: Request Council authorization to execute the Third Amended Easement Agreement between R.J. Corman Railroad Property, LLC (R.J. Corman) and Lexington-Fayette Urban County Government for the construction of Town Branch Trail Phase 3.

Final Action: 05/29/2025

Title: A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute the Third Amended Easement Agreement, and any related documents, with R.J. Corman Railroad Property, LLC for property interests necessary for construction of the Town Branch Trail Phase 3 Project, for the Div. of Engineering, at a cost not to exceed $1, plus any additional costs required pursuant to the easement Agreement subject to the Budgeting of sufficient funds. [Div. of Engineering, Burton]

Notes: SAF in the CCO. REturned to CElia Moore 6/4/2025. MS

Sponsors:

Enactment Date: 05/29/2025

Attachments: 25- Blue Sheet Memo RJ Corman Third Amended Easement Agreement, 2025-04-14 Third Amended Easement Agreement - Bluesheet Copy, Exhibits - RJ Corman Third Amended Easement Agreement, Town Branch Trail Phases Overview, RESO 0409-25 Third Amended Easement Agreement 4923-9956-8447 v.1.docx, R-215-2025, Contract#145-2025

Enactment Number: R-215-2025

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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
2	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
2	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0409-25

Title

A Resolution authorizing and directing the Mayor or her designee, on behalf of the Urban County Government, to execute the Third Amended Easement Agreement, and any related documents, with R.J. Corman Railroad Property, LLC for property interests necessary for construction of the Town Branch Trail Phase 3 Project, for the Div. of Engineering, at a cost not to exceed $1, plus any additional costs required pursuant to the easement Agreement subject to the Budgeting of sufficient funds. [Div. of Engineering, Burton]

Summary

Authorization to execute the Third Amended Easement Agreement between R.J. Corman RailRd. Property, LLC (R.J. Corman) and Lexington-Fayette Urban County Government for the construction of Town Branch Trail Phase 3. At a cost of $1.00, funds are Budgeted.
(L0409-25)(Burton/Albright)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Evan Thompson, 4/14/2025

Risk Management: N/A

Fully Budgeted: Yes
Account Number: 3160-303202-3225-90311
This Fiscal Year Impact: $1.00
Annual Impact: $0
Project: TOWNBRNC3_2008
Activity: MS_GRANT
Budget Reference: 2008
Current Balance: $422,298.50

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: **APRIL 18, 2025**

SUBJECT: **Third Amended Easement Agreement with R.J. Corman**
D.B. 3267, PG 612; D.B. 3754, PG 665

Request: Council authorization to execute the Third Amended Easement Agreement between R.J. Corman Railroad Property, LLC (R.J. Corman) and Lexington-Fayette Urban County Government for the construction of Town Branch Trail Phase 3.

Purpose of Request: The LFUCG Division of Engineering needs this action to acquire the necessary easements to construct the Town Branch Trail Phase 3 project.

What is the cost in this budget year and future budget years? The cost for FY 2025 is $1.00. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, the funds are budgeted in 3160-303202-3225-90311 TOWNBRNC3_2008.

File Number: 0409-25

Director/Commissioner: Burton/Albright

THIRD AMENDED EASEMENT AGREEMENT

This **THIRD AMENDED EASEMENT AGREEMENT**, made and effective as of this _____ day of _____, 2025, by and between R.J. CORMAN RAILROAD PROPERTY, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Grantor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which, for purposes of this Agreement is, 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Grantee"; collectively hereinafter called "the Parties."

RECITALS

1. WHEREAS, Grantor and Grantee are parties to a certain Easement Agreement dated September 25, 2014, of record in Deed Book 3267, Page 612, as amended by a certain Amendment to Easement Agreement dated October 10, 2019, of record in Deed Book 3754, Page 665, both within the records of the Lexington Fayette County Clerk's Office.

2. WHEREAS, the Parties mutually desire to amend and replace said Easement Agreement, as amended, as set out herein, and intend for this Third Amended Easement Agreement to supersede, revoke, replace, and restate said Easement Agreement.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants, and conditions set out herein, it is now agreed by and between the Parties as follows:

Article I. Background

1.01 Property

The undersigned Grantor is the sole owner in fee simple of the properties described below, which collectively, for purposes of this Agreement, are referred to as the "Property":

(a) 400 Alexandria Drive, Lexington, KY (formerly a portion of 404 Alexandria Drive)
Recorded in Deed Book 3033, Page 4893, Cabinet R, Slide 649, and in Deed Book 3191, Page 191, and in Deed Book 3218, Page 409, all referenced in the Lexington Fayette County Clerk's Office.

(b) 408 Alexandria Drive, Lexington, KY
Recorded in Deed Book 3267, Page 376, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

(c) **412 Alexandria Drive, Lexington, KY (formerly a portion of 2025 Old Frankfort Pike)**
Recorded in Deed Book 3267, Page 371, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

1.02 Easement Area

The portion of the Property that is subject to this Agreement (the "Easement Area of Town Branch Trail-Phase 3") is Parcel A (a portion of 412 Alexandria Drive), Parcel B (a portion of 408 Alexandria Drive), Parcel E (a portion of 400 Alexandria Drive), and Parcel G (a portion of 400 Alexandria Drive), and further described and shown on Exhibits "A"; "B"; "C"; "D"; and "E".

1.03 Purposes

The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.04 Consideration

Grantor acknowledges receipt of the sum of $1.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, in consideration of the grant of easement to Grantee under this Agreement.

1.05 Exhibits

This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Legal Descriptions of Easement Area for Trail
b. Exhibit "B" – Parcel Drawings of Trail Easement Area for Trail
c. Exhibit "C" – Legal Descriptions of Drainage Easements
d. Exhibit "D" – Parcel Drawings of Drainage Easements
e. Exhibit "E" – Overall Easement Map
f. Exhibit "F" – Legal Descriptions of Temporary Construction Easements to Grantor

Article II. Grant of Easement for Trail Facilities

2.01 Grant

The undersigned Grantor, intending to be legally bound, grant and convey to Grantee the perpetual right to create the Trail identified below; to enter the Easement Area at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) of this section; and, subject to the prior written consent of

Grantor, those described in paragraph (b) of this section.

(a) Trail Facilities

(i) A trail not to exceed approximately 12 feet in width together with shoulder, steps, railings, and other surface structures which, as to wet areas, may include bridges and culverts (collectively, the "Trail").

(ii) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.

(iii) Fencing, gates, and barriers to control access.

(b) Trail Facilities Requiring Prior Written Consent of Grantor

(i) Benches, picnic tables, wastebaskets, and bicycle racks, which consent shall not be unreasonably withheld.

(c) Major Repairs, Upgrades, and Construction

Grantee shall provide Grantor at least 30 days prior written notice before undertaking (i) the initial construction of the Trail, or (ii) any substantial repairs, upgrades or improvements to the Trail or any Trail Facility.

2.02 Exercise of Rights

Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use.

2.03 Required Trail Facilities

(a) Fencing

Prior to opening the Trail to the public, Grantee must install a six (6) foot high fence along the trail within the boundaries of the trail Easement Area closest to the railroad tracks on Parcels A, B, and E as it meanders between Alexandria Drive and the trail crossing the railroad. The fencing shall be located as close to the shoulder of the trail as feasible without impeding drainage or maintenance activities. Grantee shall have the right to install gates in the fence for maintenance access of Trail facilities between the fence and Easement boundary. In addition, Grantee agrees to install a four (4) foot high fence along the southwest and northwest sides of the trail Easement Area on Parcel G, approximately between the trail crossing Alexandria Drive and at the trail crossing the railroad. The fencing material and type shall be proposed by the Grantee prior to the Trail construction, and approved by Grantor prior to installation.

The purpose of the above fencing is to keep the public from entering

Grantor's property on which it is conducting its business operations from the Easement Area or from the portion of the trail located on Grantee's property. All cost of the fencing and its installation shall be the responsibility of the Grantee. All cost and expenses of any repairs and maintenance, repair or replacement of the fencing is the responsibility of the Grantee. If in exercising any rights retained by Grantor in this Agreement, Grantor is required to remove the fence, Grantor shall have the right to remove sections of the fence that do not create a safety hazard for Trail users if removed, and shall assume all cost of removal, repair and/or replacement. Grantor shall have the right to install gates in the fence at its discretion. However, all cost of such gates, and cost of maintenance, shall be borne by Grantor.

(b) Signage

Prior to opening the Trail to the public, Grantee must install no trespassing signs every 330 feet along the side of the Easement Area closest to the railroad tracks of Parcels A, B, and E, the southwest and northwest sides of the trail Easement Area on Parcel G, and at every point at which it appears that a footpath has been created by the pubic into Town Branch Creek, or otherwise onto Grantor's Property on the Town Branch Creek side of the Easement Area. Grantee shall also place at each rail crossing signage indicating that trespass onto railroad property is a crime under KRS 277.350.

(c) Adjacent Properties

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Easement Area and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof (except as indicated in paragraph (a) above).

2.04 Initial Installation

Prior to installation of the Trail within the Easement Area, Grantee must (a) provide Grantor with at least 30 days' notice of its intent to install; (b) mark the approximate location of the Trail and consider suggestions of Grantor as to reasonable adjustments of Trail location; (c) obtain certificates evidencing liability insurance coverage with respect to all third party contractors entering the Property for the purpose of construction or installation activities; and (d) obtain, at Grantee's cost and expense, all permits and approvals required for

construction or installation activities.

2.05 Maintenance

Grantee shall mow, cut or remove vegetation, and maintain the Trail surface and Trail Facilities to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Easement Area. Grantee will routinely inspect the Trail and promptly repair damaged Trail Facilities that create an unreasonably dangerous condition.

Article III. Grant of Easement for Public Access

3.01 Grant of Easement

The undersigned Grantor, intending to be legally bound, grant to Grantee the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) and, subject to the prior written consent of Grantor, those described in paragraph (b) of this section:

(a) Permitted Trail Uses

Use of the Trail as a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, nature study; (ii) medically required power-driven mobility devices capable of traversing railroad crossings traditionally used by persons with mobility issues; and (iii) emergency vehicles in the case of emergency within the Easement Area.

(b) Uses Requiring Prior Written Consent of Grantor

Use by vehicles, mass use events such as running, biking or other races, or charity walking events, which consent shall not be unreasonably withheld.

3.02 No Charge for Access

No Person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

Article IV. Rights of Grantor

4.01 Reservation

(a) Reserved Utility Easements

Grantor hereby excepts and reserves unto itself, its successors and assigns an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Easement Area for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural

gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Easement Area and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Easement Area, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Easement Area to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Easement Area. The right to use the Easement Area for utilities shall remain with and be exclusive unto Grantor.

Grantor shall be responsible for all cost for the repair of the Easement Area (excluding any cost for easements granted for the benefit of Grantee, i.e. sewer, etc.), and shall provide 30 days written notice of work impacting the Easement Area.

Grantee, its successors and assigns shall not disturb any existing facilities located within the Easement Area or any facilities subsequently placed within Reserved Utility Easement area, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Reserved Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Easement Area at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

(b) Reserved Crossing Rights

Grantor hereby excepts and reserves unto itself, its successors and assigns the right to construct additional pedestrian track crossings over Parcel G in the event Grantor constructs side tracks on the 400 Alexandria Drive Property. All cost of the additional pedestrian crossings, and any maintenance, repair or replacement of any additional pedestrian crossing is the responsibility of the Grantor. Grantee acknowledges and agrees that construction of additional pedestrian crossing may require temporarily closing the Trail.

4.02 Grantor Uses and Activities

Grantor has the rights accorded to the general public to use the Trail Facilities as well to exercise any one or more of the following rights with such notice to Grantee as is reasonable under the circumstances:

(a) Crossing

Cross the Easement Area with equipment and or machinery to access Grantor adjacent properties. Grantor shall be responsible for all costs to repair any damage caused due to said use of equipment and or machinery.

(b) Grantor Improvements

In addition to the rights reserved by Grantor in this Agreement, Grantor may construct, install or maintain any facility or improvement within the Easement Area that does not unreasonably interfere with the safe and efficient use of the Easement Area for Permitted Trail Uses, to which Grantee gives its consent in writing, which shall not be unreasonably withheld.

(c) Adjacent Property Management

Access the Easement Area to mow, cut or remove vegetation, or plant vegetation, on Grantor's property adjacent to the Easement Area.

4.03 Construction Easements

(a) Town Branch Relocation

If, in the discretion of Grantor, its successors or assigns, it becomes desirable for rail carrier operations or to aesthetically enhance the location of the Trail Easement area by providing additional separation from those operations, Grantor, its successors or assigns, shall have the right, upon sixty (60) days written notice to Grantee, and at the sole cost, expense, and risk of Grantor, its successors or assigns, to relocate the channel Town Branch as represented in Exhibit E and to relocate that portion of the Trail Easement area in closest proximity to said railroad right-of-way, southwestwardly and away from said right-of-way.

(b) Temporary Construction Easement - Grantor

Grantee, for itself and for its successors and assigns, hereby conveys and grants to Grantor, its successors and assigns, upon receipt of sixty (60) day written notice to Grantee, a temporary, non-exclusive easement (the "Grantor Temporary Construction Easement") over, under, in, along, across and upon a portion of 689 Byrd Thurman Drive, Lexington, KY, recorded in Deed Book 2890, Page 285, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel D on Exhibit "F", and a portion of 669 Byrd Thurman Drive,

Lexington, KY, recorded in Deed Book 1319, Page 139, and Deed Book 2257, Page 44, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel C on Exhibit "F", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Town Branch Relocation, including, but not limited to, the operation of equipment and the right of ingress and egress. The Grantor agrees to surrender possession of the Grantor Temporary Easement Area upon the completion of the Town Branch Relocation work.

However, the Parties acknowledge and agree that: (i) grading changes may exist upon completion of the Town Branch Relocation and that the 100 year floodway on Grantees' property may be altered as a result of the Town Branch Relocation in accordance with regulatory approval; and (ii) Grantor agrees to leave the premises in substantially the same condition than it was on the date this easement was executed , including the replacement of trees and shrubs in the Grantor Temporary Construction Easement Area upon completion of the Town Branch Relocation at the election of the Grantee.

Article V. Additional Easements

5.01 Temporary Construction Easements

(a) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, 408 Alexandria Drive, and 412 Alexandria Drive, Lexington, KY, 16-feet in width on either side of the boundary of the permanent trail easements as defined above and in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Trail, including, but not limited to, the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

(b) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, as identified in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to removing the existing low water crossing and streambank rehabilitation, including, but not limited

to, the operation of equipment, and the movement of a work force over, upon, and across the described easement, together with the right of ingress and egress. This temporary easement shall extend to the property line within the channel Town Branch in that vicinity as defined in Exhibits "A", "B", and "E". The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

5.02 Permanent Drainage Easements

Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, the perpetual easement right to drain stormwater, and to lay, construct, operate, repair, reconstruct and remove storm sewer infrastructure, improvements and appurtenances thereto, over, under, in, along, and across a portion of 400 Alexandria Drive, and identified in Exhibits "C", "D", and "E", together with the right of ingress and egress.

Article VI. Enforcement; Liability Issues

6.01 Enforcement

Grantee may, in addition to other remedies available at law or in equity, compel Grantor to make the Easement Area available for the purposes set forth in Article II, Article III, and Article V by exercising any one or more of the following remedies, without any need to show that a civil action for damages is not available to furnish compensation:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

(b) Self Help

Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Grantee under this Agreement.

(c) Temporary Unavailability

Grantee hereby acknowledges and agrees that Grantor has the right to temporarily close access to the Trail for a reasonable period of time in order to maintain or construct improvements to Grantor's adjacent properties, or as may be required to maintain existing infrastructure or facilities, or as may be required to meet any obligations imposed by federal or state governmental units with authority over Grantor or its affiliated companies in connection with rail operations. Grantor shall provide reasonable notice to Grantee of required temporary closings

and provide signage to reflect such temporary closing.

6.02 Warranty

The undersigned Grantor warrants to Grantee that no one has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the Agreement Date) to prevent the installation of Trail Facilities or the use of Trail Facilities for Permitted Trail Uses.

6.03 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor and Grantee including, to the extent applicable, KRS 411.190 (as may be amended from time to time).

6.04 Public Enters at Own Risk

Use of any portion of the Easement Area by members of the general public is at their own risk. Grantee acknowledges and agrees that Grantor, by entering into this Agreement, does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Easement Area; or for the failure to inspect for, or warn against, possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present.

6.05 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Grantee except for items included in Grantor Responsibility Claims (defined below in this Article).

6.06 Responsibility for Losses and Litigation Expenses

(a) Public Access Claims; Grantor Responsibility Claims

If a claim for any Loss for personal injury or property damage occurring within the Easement Area after the Agreement Date (a "Public Access Claim") is asserted against either Grantor or Grantee, or both, it is anticipated that they will assert such defenses (including immunity under KRS 411.190) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims (collectively, "Grantor Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the Agreement Date; (ii) activities or uses engaged in by Grantor, its contractors, agents, employees, tenants and invitees or anyone else entering the Property by, through or under the express or implied invitation of any of the foregoing; or (iii) structures, facilities and

improvements within the Easement Area (other than improvements installed by Grantee).

(b) Indemnity

If immunity from any Public Access Claim is for any reason unavailable to Grantor, Grantee agrees to indemnify, defend and hold Grantor harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim to the extent permitted by law. Grantor agrees to indemnify, defend and hold the Grantee harmless from any Loss or Litigation Expense if and to the extent arising from a Grantor Responsibility Claim. Nothing contained herein is intended to be, nor shall act as, a waiver of any defense against a third party, including the defense of sovereign immunity.

(c) Loss; Litigation Expense

(i) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

(ii) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees and disbursements.

(d) Insurance

(i) Prior to commencement of surveys, installation or occupation of the Trail Facilities pursuant to this Agreement, Grantee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Grantee under this Agreement and having coverage limits of not less than FIVE MILLION DOLLARS ($5,000,000.) Combined Single Limit per occurrence for bodily injury liability and property. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Grantor prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

(ii) If said policy does not automatically cover Grantee's contractual

liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Grantee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Grantee shall arrange for adequate time for reporting losses. Failure to do so shall be at Grantee's sole risk.

(iii) Grantor may at any time request evidence of insurance purchased by Grantee to comply with this requirement, and may demand that Grantee purchase insurance deemed adequate by Grantor. Failure of Grantee to comply with Grantor's demand shall be a default under this Agreement.

(iv) Securing by Grantee of insurance hereunder shall not limit Grantee's liability under this Agreement, but shall be additional security therefor.

(v) Grantee may elect to self-insure all or any part of the insurance obligations set out herein, but no such election will relieve Grantee from providing first dollar coverage for all claims and first dollar defense of all claims that would have otherwise been available pursuant to the insurance coverage specified herein.

6.07 Termination

If Grantee fails to fulfill its obligations under this Agreement and such failure causes loss, cost or damage to Grantor that is not compensable by damages under a civil action or, if it is compensable, Grantee fails to discharge its obligations, then this Agreement and the easements granted under this Agreement, may be terminated by a court of competent jurisdiction.

Article VII. Miscellaneous

7.01 Beneficiaries and Agents

The rights of Grantee under this Agreement may be exercised by Grantee, any Person identified by Grantee as a beneficiary of this Agreement and who accepts this designation by recordation in the Public Records of a joinder to this Agreement (a "Beneficiary"), or any of the contractors, agents, and employees of Grantee or Beneficiary.

7.02 Binding Agreement

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the representatives, successors, and assigns of the Grantee. The above-described permanent easements run with the land in perpetuity and are binding upon the representatives, successors, and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement

of construction of the project and will expire upon completion of the project.

7.03 "As Is, Where Is" Disclaimer. Grantee acknowledges and agrees that the conveyance of the Property shall be "as is, where is, with all faults," and Grantor shall have no continuing liability with respect to the Property from and after the effective date of the Agreement. Grantee represents and warrants that it is relying solely on its own due diligence investigations of, and familiarity with, the Property in connection with its purchase of the Property, and Grantee shall assume all liabilities and obligations pertaining to the Property from and after the effective date of the Agreement, including, without limitation, those relating to Environmental Matters, if any. Further, Grantee expressly waives any claim it might otherwise have against Grantor for patent or latent defects to the Property. Notwithstanding the foregoing, the above provisions are not intended to reduce liability, if any, for a violation of a specific representation and warranty of Grantor set forth in Section 6.

7.04 Special Warranty.

(a) As it pertains to the temporary construction easements and permanent easements described herein, Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantor, but no other.

(b) As it pertains to the construction easements described in Section 4.03(b), Grantee does hereby release and relinquish unto the Grantor, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of records, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantee, but no other.

7.05 Governing Law

The laws of the Commonwealth of Kentucky govern this Agreement.

7.06 Definition and Interpretation of Capitalized and Other Terms

The following terms, whenever used in this Agreement, are to be interpreted as follows:

(i) "Grantor" means the undersigned Grantor and its representatives, successors, and assigns after them who hold any interest in the Easement Area.

(ii) "Person" means an individual, organization, trust, or other entity.

(iii) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Easement Area is located.

(iv) "Including" means "including, without limitation."

(v) "May" is permissive and implies no obligation; "must" is obligatory.

7.07 Incorporation by Reference

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

7.08 Amendments; Waivers

No amendment or waiver of any provision of this Agreement or consent to any departure by Grantor from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

7.09 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

7.10 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

7.11 Entire Agreement

This is the entire agreement of Grantor, Grantee and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, Grantee, and others pertaining to the transaction set forth in this Agreement.

7.12 Notices

Notice to Grantor or Grantee under this Agreement must be in writing and given by one of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

7.13 Authorizing Resolution and Transfer Tax.

The obtaining of this easement was authorized by Resolution _____ - 2025, passed by the Lexington-Fayette Urban County Council on _____, _____, 2025. Pursuant to KRS 382.135(2)(a) and KRS 382.135(2)(c), this deed of easement, which pertains to a public utility and conveys right of way, need not contain a statement of consideration.

INTENDING TO BE LEGALLY BOUND, the undersigned Grantor and Grantee, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date above written.

R.J. CORMAN RAILROAD PROPERTY, LLC

BY: Raymond Goss

NAME: Raymond Goss

TITLE: President

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)

This instrument was acknowledged, subscribed and sworn to before me by Raymond Goss, as President for and on behalf of R.J. Corman Railroad Property, LLC, a Kentucky limited liability company, on this 1st day of April, 2025.

MARY BETH CARTER NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES 6/22/2025

Notary Public, Kentucky, State-at-Large

My Commission Expires: 6/22/2025

Notary ID # KYNP28439

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Linda Gorton, as Mayor, for and on behalf of Lexington-Fayette Urban County Government, a Kentucky municipal corporation, on this _____ day of _____, 2025.

_____
Notary Public, Kentucky, State-at-Large

My Commission Expires: ____/____/____

Notary ID # _____

PREPARED BY:

_____
EVAN P. THOMPSON
Attorney Sr.
Lexington-Fayette Urban
County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

4910-9913-9095, v. 4

INDEX OF EXHBITS

EXHBIT A – LEGAL DESCRIPTIONS OF TRAIL EASEMENTS

EXHBIT B – PARCEL DRAWINGS OF TRAIL EASEMENTS

EXHIBIT C – LEGAL DESCRIPTIONS OF DRAINAGE EASEMENTS

EXHIBIT D – PARCEL DRAWINGS OF DRAINAGE EASEMENTS

EXHIBIT E – OVERALL EASEMENT MAP

EXHIBIT F - GRANTOR TEMPORARY CONSTRUCTION EASEMENTS

APPENDIX A

LEGAL DESCRIPTIONS OF TRAIL EASEMENTS

EXHIBIT A

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL A)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3267, PAGE 371; PLAT CABINET R, SLIDE 216
PVA ID# 38257430
LEXINGTON, FAYETTE COUNTY, KENTUCKY

412 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the northwesterly side of Alexandria Drive between Old Frankfort Pike and the R. J. Corman Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

The following described lines are the boundary of a 40-foot-wide permanent trail easement, the lines of said permanent trail easement to extend or trim to meet at angle points and to terminate at property lines. For the considerations herein mentioned, Grantors further grant to the Lexington-Fayette Urban County Government, a temporary easement for the purpose of constructing the permanent trail and appurtenances, which temporary easement shall extend an additional sixteen (16) feet on each side of the permanent easement herein granted (to the extent Grantors' lands extend such distance from said permanent easement), said temporary easement to terminate and revert to Grantors upon completion of construction of the permanent trail and appurtenances.

PERMANENT TRAIL EASEMENT

Easement 1

Beginning at a point in the line of R. J. Corman Railroad Property, LLC (Deed Book 3267, Page 371; Plat Cabinet R, Slide 216, Parcel A) and the Lexington-Fayette Urban County Government Detention Center Corporation (Deed Book 1877, Page 100, Parcel One), said point being S 31° 31’ 37” E 82.21 feet from the common corner of Parcels A and B of the aforementioned plat, and having approximate Kentucky State Plane Coordinates, North Zone of N:207864.52 E:1555015.52; thence leaving the common line of Corman and the Lexington-Fayette Urban County Government and running through the lands of Corman for two calls, S 45° 25' 17" E 160.79 feet, and with a curve to the right having an arc length of 134.79 feet, a radius of 328.00 feet, and a chord bearing S 33° 38' 56" E for a distance of 133.84 feet, to another point in the common line with Lexington-Fayette Urban County Government; thence running with their common line, for two calls N 48° 54' 06" W 145.90 feet, and N 31° 31' 37" W 150.60' feet to the point of beginning, containing 6,093 square feet, 0.140 acre.

Easement 2

Beginning at a point in the common line of the R. J. Corman Railroad Property, LLC (Deed Book 3267, Page 371; Plat Cabinet R, Slide 216, Parcel A) and the Lexington-Fayette Urban County Government Detention Center Corporation (Deed Book 1877, Page 100, Parcel One), said point being S 19° 26’ 28” W 63.59 feet

from their common corner in the southwesterly right-of-way line of R. J. Corman Railroad, Central Kentucky Lines, and having approximate Kentucky State Plane Coordinates, North Zone, of N:207038.45 E:1556395.25; thence running with their common line, S 19° 26’ 28” W 113.22 feet to a point, thence leaving their common line and running through the lands of Corman for two calls, S 40° 07' 51" W a distance of 68.14 feet, and with a curve to the left having an arc length of 77.41 feet, a radius of 78.03 feet, and a chord bearing S 11° 41' 48" W, a distance of 74.27 feet to another point in the common line with Lexington-Fayette Urban County Government; thence running with the common line of Corman and Lexington-Fayette Urban County Government, N 80° 53' 02" W a distance of 116.68 feet; thence leaving their common line and running through the lands of Corman N 52° 46’ 52´ W 71.41 feet, and with a curve to the right having an arc length of 6.50 feet, a radius 212.00 feet, and a chord bearing N 51° 53’ 53” W a distance of 6.50 feet to another point in the in the common line of Lexington-Fayette Urban County Government; thence running with their common line, N 25° 11’ 32” W 184.72 feet to a point; thence running through the lands of Corman with a curve to the left having an arc length of 116.14 feet, a radius of 130.00 feet, and a chord bearing N 25° 11' 39" W, a distance of 112.32 feet, to another point in the common line with Lexington-Fayette Urban County Government; thence running with their common line for two calls, N 25° 11' 35" W 30.32 feet, and N 65° 10' 07" W 275.18 feet; thence leaving their common line and running through the lands of Corman for nine calls, with a curve to the right having an arc length of 53.40 feet, a radius of 170.00 feet, a chord bearing S 70° 29' 59" E, a distance of 53.18 feet, S 61° 30' 00" E 59.32 feet, with a curve to the left having an arc length of 34.75 feet, a radius of 130.00 feet, and a chord bearing S 69° 09' 28" E, a distance of 34.65 feet, S 76° 48' 55" E 86.89 feet, with a curve to the right having an arc length of 229.53 feet, a radius of 170.00 feet, and bearing S 38° 08' 05" E, a distance of 212.49 feet, with a reverse curve to the left having an arc length of 160.07 feet, a radius of 172.00 feet, and a chord bearing S 26° 06'54" E a distance of 154.35 feet, S 52° 46' 32" E 29.71 feet, with a curve to the left having an arc length of 109.38 feet, a radius of 71.96 feet, and a chord bearing N 83° 40' 39" E, a distance of 99.15 feet, and N 40° 07' 51" E 189.80 feet to the point of beginning, containing 27,922 square feet, 0.641 acre.

The above-described easement is on a portion of the same property conveyed to R.J. Corman Railroad Property, LLC by deed dated September 25, 2014, recorded in Deed Book 3267, Page 371, and as shown on the Minor Subdivision Plat of the Lexington-Fayette Urban County Government Detention Center Corporation property for conveyance to R. J. Corman Railroad Property, LLC recorded in Plat Cabinet R, Slide 216.

All of the above referenced instruments are of record in the Fayette County, Kentucky, Clerk’s Office.

EXHIBIT A

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL B)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3267, PAGE 376; PLAT CABINET R, SLIDE 216
PVA ID# 38257420
LEXINGTON, FAYETTE COUNTY, KENTUCKY

408 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the southeasterly side of Alexandria Drive between Old Frankfort Pike and the CSX Transportation Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

The following described lines are the boundary of a 40-foot-wide permanent trail easement, the lines of said permanent trail easement to extend or trim to meet at angle points and to terminate at property lines. For the considerations herein mentioned, Grantors further grant to the Lexington-Fayette Urban County Government, a temporary easement for the purpose of constructing the permanent trail and appurtenances, which temporary easement shall extend an additional sixteen (16) feet on each side of the permanent easement herein granted (to the extent Grantors' lands extend such distance from said permanent easement), said temporary easement to terminate and revert to Grantors upon completion of construction of the permanent trail and appurtenances.

PERMANENT TRAIL EASEMENT

Beginning at a point in the common line of two R. J. Corman Railroad Property, LLC parcels, one being (Deed Book 3267, Page 376; Plat Cabinet R, Slide 216, Parcel B) and another being (Deed Book 3045, Page 398; Plat Cabinet R, Slide 649, Parcel 1), said point being N 40° 04' 59" E 57.61 feet from a common corner of the first cited Corman parcel, and the northwesterly corner of the Lexington-Fayette Urban County Government Public Facilities Corporation property, (Deed Book 1319, Page 139), said property being designated as Parcel C of the Minor Subdivision Plat of the Lexington-Fayette Urban County Government Detention Center Corporation property (Plat Cabinet R, Slide 216) and said point having approximate Kentucky State Plane Coordinates, North Zone, of N:208663.23, E:1554516.99; thence running with the common line of said Corman parcels, N 40°04'59" E 40.08 feet to a point; thence leaving their common line and running through the lands of the first Corman parcel cited above, for five calls, S 46°17'31" E 56.37 feet, with a curve to the right having an arc length of 272.30 feet, a radius of 456.76 feet, and a chord bearing of S 29°12'49" E a distance of 268.28 feet, with a reverse curve to the left having an arc length of 159.34 feet, a radius of 472.10 feet, and a chord bearing S 21°48'14" E, a distance of 158.58 feet, S 31°28'23" E 18.45 feet, and with a curve to the right having an arc length of 50.43 feet, a radius of 170.00 feet, and a chord bearing S 22°58'30" E a distance of 50.24 feet to a point in the common line of Corman and Parcel Two of the Minor Subdivision Plat of the Lexington-Fayette Urban County Government Detention Center Corporation property, aforesaid; thence running with the common line of Corman and the Lexington-Fayette Urban County Government, N 31°31'37" W 247.98 feet; ; thence leaving their common line and returning through the first Corman parcel, with a curve to the left having an arc length of 237.63 feet, a radius of 416.76 feet, and a chord bearing N 29°57'26" W, a distance of 234.43 feet, and N 46°17'31" W 53.84 feet to the point of beginning, containing 15,747 square feet, 0.362 acre.

The above-described easement is on a portion of the same property conveyed to R.J. Corman Railroad Property, LLC by deed dated September 25, 2014, recorded in Deed Book 3267, Page 376, and as shown on the Minor Subdivision Plat of the Lexington-Fayette Urban County Government Detention Center Corporation property for conveyance to R. J. Corman Railroad Property, LLC recorded in Plat Cabinet R, Slide 216.

All of the above referenced instruments are of record in the Fayette County, Kentucky, Clerk's Office.

EXHIBIT A

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL E)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3218, PAGE 409; DEED BOOK 3045, PAGE 398
PVA ID# 94015600
LEXINGTON, FAYETTE COUNTY, KENTUCKY

400 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the southeasterly side of Alexandria Drive between Old Frankfort Pike and the R. J. Corman Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

The following described lines are the boundary of a 40-foot-wide permanent trail easement, the lines of said permanent trail easement to extend or trim to meet at angle points and to terminate at property lines. For the considerations herein mentioned, Grantors further grant to the Lexington-Fayette Urban County Government, a temporary easement for the purpose of constructing the permanent trail and appurtenances, which temporary easement shall extend an additional sixteen (16) feet on each side of the permanent easement herein granted (to the extent Grantors' lands extend such distance from said permanent easement), said temporary easement to terminate and revert to Grantors upon completion of construction of the permanent trail and appurtenances.

PERMANENT TRAIL EASEMENT

Beginning at a point in the southeasterly right of way of Alexandria Drive, said point being S 54° 40’ 10´W 133.26 feet from a #4 steel rebar found at the intersection of the southwesterly right-of-way of R. J. Corman Central Kentucky Lines Railroad and the southeasterly right-of-way of Alexandria Drive, said rebar being the northerly corner of the R. J. Corman Railroad Property, LLC, a Kentucky limited liability company (Deed Book 3218, Page 409), being designated as Parcel 2 of the Consolidation Minor Subdivision Plat of R J Corman Railroad Property, LLC (Plat Cabinet “R”, Slide 649), and said point having approximate Kentucky State Plane Coordinates, North Zone, N:209541.08 E:1553439.34; thence leaving the right-of-way of Alexandria Drive and running through the lands of R. J. Corman, and continuing through a second Corman parcel (Deed Book 3045, Page 398) for twenty-two calls, S 19°28'53" E 66.87 feet, with a curve to the right having an arc length of 44.98 feet, a radius of 169.34 feet, and a chord bearing S 11°52'19" E, a distance of 44.85 feet, S 04°15'44" E 101.57 feet, with a curve to the right having an arc length of 205.93 feet, a radius of 190.00 feet, and a chord bearing S 26°47'17" W, a distance of 196.00 feet, S 57°50'19" W 78.65 feet, with a curve to the right having an arc length of 46.94 feet, a radius of 220.00 feet, and a chord bearing S 63°57'03" W a distance of 46.85 feet, S 70°03'46" W 66.58 feet, with a curve to the left having an arc length of 134.92 feet, a radius of 65.00 feet, and a chord bearing S 10°35'50" W a distance of 111.97 feet, with a compound curve to the left having an arc length of 110.29 feet, a radius of 135.00 feet, and a chord bearing S 72°16'21" E a distance of 107.25 feet, N 84°19'24" E 183.76 feet, with a curve to the right having an arc length of 65.40 feet, a radius of 170.00 feet, and a chord bearing S 84°39'20" E a distance of

65.00 feet, S 73°38'03" E 129.38 feet, with a curve to the left having an arc length of 43.00 feet, a radius of 65.00 feet, and a chord bearing N 87°24'47" E a distance of 42.22 feet, N 68°27'37" E 134.87 feet, with a curve to the right having an arc length of 88.84 feet, a radius of 195.00 feet, and a chord bearing N 81°30'42" E a distance of 88.07 feet, S 85°26'14" E 52.49 feet, with a curve to the right having an arc length of 128.77 feet, a radius of 200.00 feet, and a chord bearing S 66°59'34" E a distance of 126.55 feet, S 48°32'54" E 83.60 feet, with a curve to the left having an arc length of 107.84 feet, a radius of 180.00 feet, and a chord bearing S 65°42'41" E a distance of 106.23 feet, S 82°52'28" E 44.83 feet, with a curve to the right having an arc length of 268.16 feet, a radius of 420.00 feet, and a chord bearing S 64°35'00" E, with a chord length of 263.63 feet, and S 46°17'31" E 7.00 feet to a point in the common line of a third R. J. Corman Railroad Property, LLC (Deed Book 3267, Page 376); thence with the common line of the second and third Corman properties, S 40°04'59" W 40.08 feet; thence leaving the common line of the Corman properties and returning through the lands of the second Corman property cited above, parallel with and forty feet southerly and then westerly from the first twenty two calls cited above, in reverse order, N 46°17'31" W 9.54 feet, with a curve to the left having an arc length of 242.62 feet, a radius of 380.00 feet, and a chord bearing N 64°35'00" W a distance of 238.52 feet, N 82°52'28" W 44.83 feet, with a curve to the right having an arc length of 131.80 feet, a radius of 220.00 feet, and a chord bearing N 65°42'41" W a distance of 129.84 feet, N 48°32'54" W 83.60 feet, with a curve to the left having an arc length of 103.01 feet, a radius of 160.00 feet, and a chord bearing N 66°59'34" W a distance of 101.24 feet, N 85°26'14" W 52.49 feet, with a curve to the left having an arc length of 70.61 feet, a radius of 155.00 feet, and a chord bearing S 81°30'42" W a distance of 70.01 feet, S 68°27'37" W 134.87 feet, with a curve to the right having an arc length of 69.47 feet, a radius of 105.00 feet, and a chord bearing S 87°24'47" W a distance of 68.21 feet, N 73°38'03" W 129.38 feet, with a curve to the left having an arc length of 50.01 feet, a radius of 130.00 feet, and a chord bearing N 84°39'20" W a distance of 49.71 feet, S 84°19'24" W 183.76 feet, with a curve to the right having an arc length of 142.97 feet, a radius of 175.00 feet, and a chord bearing N 72°16'21" W a distance of 139.02 feet, with a compound curve to the right having an arc length of 217.95 feet, a radius of 105.00 feet, and a chord bearing N 10°35'50" E a distance of 180.88 feet, N 70°03'46" E 66.58 feet, with a curve to the left having an arc length of 38.40 feet, a radius of 180.00 feet, and a chord bearing N 63°57'03" E a distance of 38.33 feet, N 57°50'19" E 78.65 feet, with a curve to the left having an arc length of 162.58 feet, a radius of 150.00 feet, and a chord bearing N 26°47'17" E a distance of 154.74 feet, N 04°15'44" W 101.57 feet, with a curve to the left having an arc length of 34.36 feet, a radius of 129.34 feet, and a chord bearing N 11°52'19" W a distance of 34.26 feet, and N 19°28'53" W 43.03 feet to a point in the southeasterly right-of-way of Alexandria Drive, thence running with the southeasterly right-of-way of Alexandria Drive for three calls, N 54°40'12" E 11.97 feet, N 35°19'50" W 12.00 feet, and N 54°40'10" E 33.02 feet to the point of beginning, containing 88,131 square feet, 2.023 acres.

TEMPORARY CONSTRUCTION EASEMENT – LOW WATER CROSSING

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being in the southerly side of the above-described Permanent Trail Easement, and having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N:208821.45 E:1554143.63; thence leaving the southerly line of the Permanent Trail Easement, S 37° 28’ 12” W 36.56 feet to a point in the common line of Corman and FRM Lawson, LLC (Deed Book 3585, Page 299); thence running with the common line of Corman and Lawson, N 52° 55’ 55” W 140.13 feet; thence leaving the common line of Lawson and returning through the lands of Corman, N 16° 46’ 58” E 40.52 feet to another point in the southerly line of the aforesaid Permanent Trail Easement; thence running along the southerly line of said easement for three calls, with a curve to the right having a radius of 160.00 feet, an arc length of 56.38 feet and a chord bearing S 58° 38’ 32” E 56.08 feet, S 48° 32’ 54” E 83.60 feet, and with a curve to the left having a radius

of 220.00 feet, an arc length of 15.29 feet, and a chord bearing S 50° 32’ 21” E 15.29 feet to the point of beginning, containing 6,028 square feet, 0.138 acre.
The purpose of this temporary construction easement is to provide the contractor with additional working space adjacent to an existing low-water ford which is to be removed as part of this project. Said temporary construction easement is to terminate and revert to Grantors upon completion of construction of the Town Branch Trail – Phase 3 project.

The above-described easements are on a portion of the same property conveyed to R.J. Corman Railroad Property, LLC by deed dated December 12, 2011, recorded in Deed Book 3045, Page 398, by deed dated February 25, 2014, recorded in Deed Book 3218, Page 409. The parcels have been consolidated as shown on the Consolidation Minor Subdivision Plat of the R J Corman Railroad Property, LLC recorded in Plat Cabinet R, Slide 649.

All of the above referenced instruments are of record in the Fayette County, Kentucky, Clerk’s Office.

EXHIBIT A

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL G)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3218, PAGE 409
PVA ID# 94015600
LEXINGTON, FAYETTE COUNTY, KENTUCKY

400 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the northwesterly side of Alexandria Drive between Old Frankfort Pike and the R. J. Corman Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

The following described lines are the boundary of a 40-foot-wide permanent trail easement, the lines of said permanent trail easement to extend or trim to meet at angle points and to terminate at property lines. For the considerations herein mentioned, Grantors further grant to the Lexington-Fayette Urban County Government, a temporary easement for the purpose of constructing the permanent trail and appurtenances, which temporary easement shall extend an additional sixteen (16) feet on each side of the permanent easement herein granted (to the extent Grantors' lands extend such distance from said permanent easement), said temporary easement to terminate and revert to Grantors upon completion of construction of the permanent trail and appurtenances.

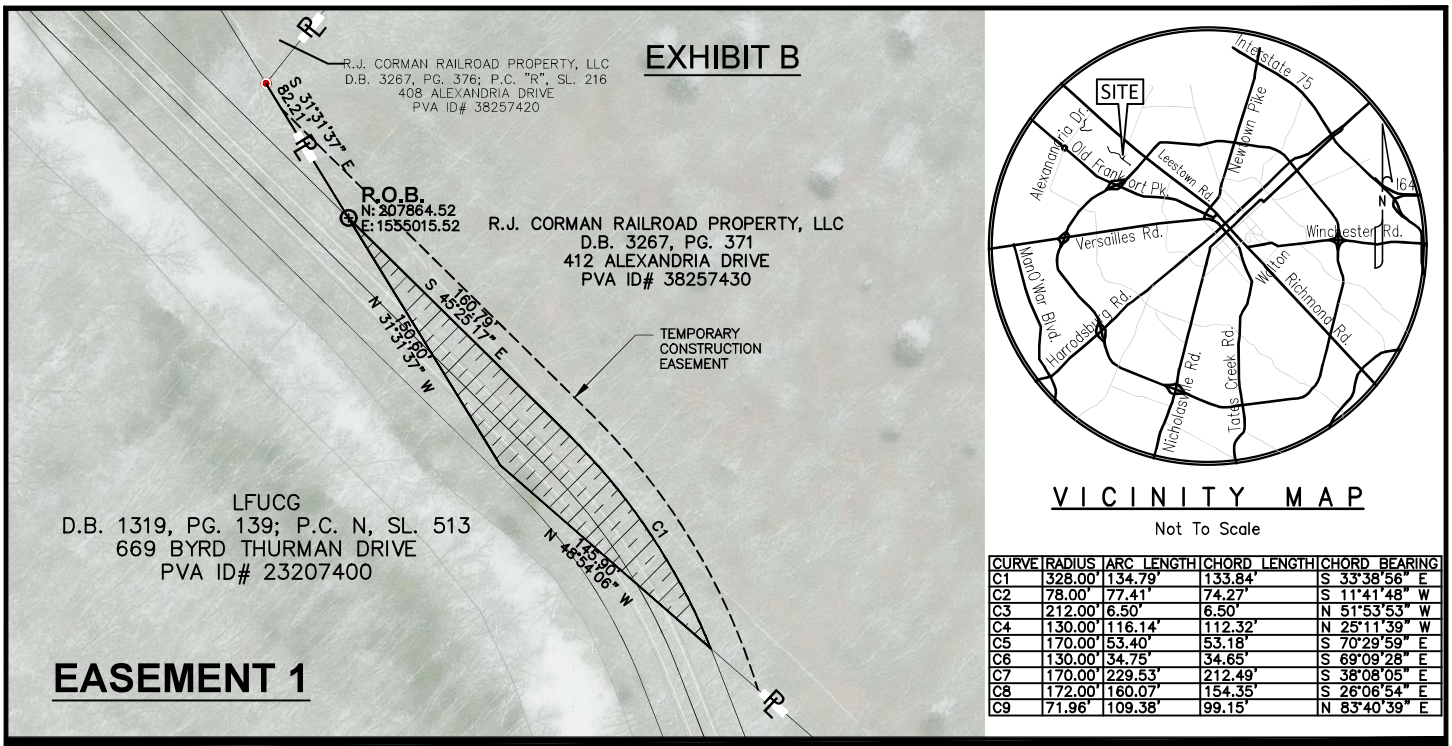
PERMANENT TRAIL EASEMENT

Beginning at a #4 steel rebar with plastic cap stamped “W.B. Witt LS 2187” at a corner of the R. J. Corman Railroad Property, LLC a Kentucky limited liability company (Deed Book 3218, Page 409, Parcel 1, see Plat Cabinet “R”, Slide 649), said point being at the intersection of the southwesterly right-of-way of the R.J. Corman Railroad, Central Kentucky Lines property, and the northwesterly right-of-way of Alexandria Drive, and said point of beginning having Kentucky State Plane, NAD83, USF North Zone Coordinates of N: 209664.45, E: 1553509.56; thence leaving the right-of-way line of the R. J. Corman Railroad, Central Kentucky Lines property and running with the northwesterly right-of-way of Alexandria Drive, S 54°39'45" W 151.67 feet; thence leaving the northwesterly right-of-way line of Alexandria Drive and running through the lands of Parcel 1, aforesaid, for four calls, with a curve to the right having an arc length of 56.64 feet, a radius of 50.00 feet, and a chord bearing N 26°44'43" E a distance of 53.66 feet, N 59°11'58" E 46.12 feet, with a curve to the left having an arc length of 35.97 feet, a radius of 180.00 feet, and a chord bearing N 53°28'29" E a distance of 35.91 feet, and N 47°45'00" E 19.98 feet to a point in the southwesterly right of way of the R.J. Corman Railroad, Central Kentucky Lines property, aforesaid; thence running with the southwesterly right-of-way, with a curve to the left having an arc length of 24.75 feet, a radius of 4073.79 feet, and a chord bearing S 41° 15’ 41” E a distance of 24.75 feet to the point of beginning and containing an area of 3,252 square feet, 0.075 acre.

APPENDIX B

PARCEL DRAWINGS OF TRAIL EASEMENTS

EXHIBIT B

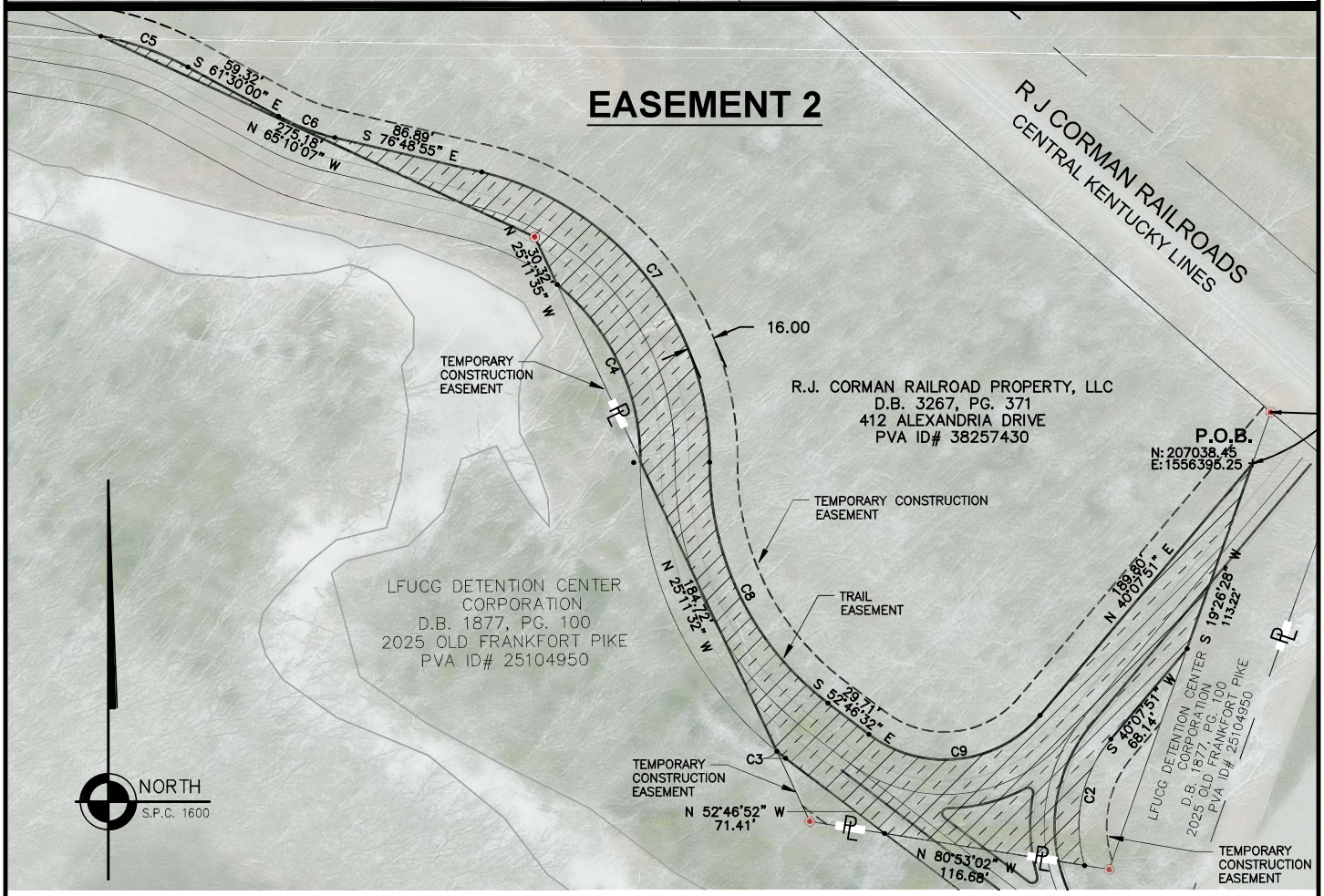


VICINITY MAP

Not To Scale

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	328.00'	134.79'	133.84'	S 33°38'56" E
C2	78.00'	77.41'	74.27'	S 11°41'48" W
C3	212.00'	6.50'	6.50'	N 51°53'53" W
C4	130.00'	116.14'	112.32'	N 25°11'39" W
C5	170.00'	53.40'	53.18'	S 70°29'59" E
C6	130.00'	34.75'	34.65'	S 69°09'28" E
C7	170.00'	229.53'	212.49'	S 38°08'05" E
C8	172.00'	160.07'	154.35'	S 26°06'54" E
C9	71.96'	109.38'	99.15'	N 83°40'39" E

EASEMENT 2



SCALE IN FEET

0 100 200

TOWN BRANCH TRAIL EASEMENT

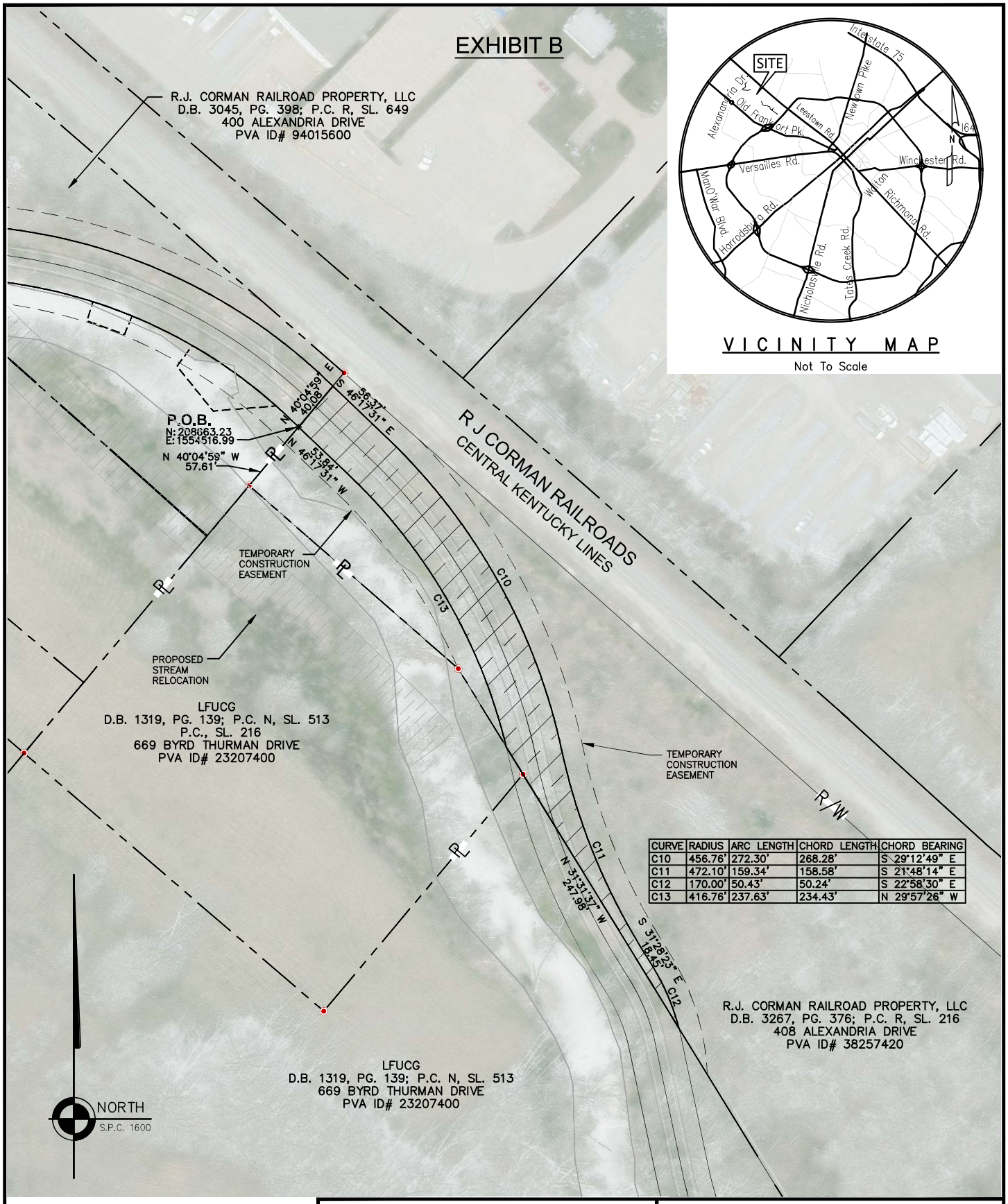
PARCEL A
R. J. CORMAN PROPERTY
DEED BOOK 3267, PAGE 371; PLAT CABINET "R", SLIDE 216

412 ALEXANDRIA DRIVE, LEXINGTON, KY

1" = 100' JANUARY 21, 2025

cdpengineers
3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

2012-0011



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C10	456.76'	272.30'	268.28'	S 29°12'49" E
C11	472.10'	159.34'	158.58'	S 21°48'14" E
C12	170.00'	50.43'	50.24'	S 22°58'30" E
C13	416.76'	237.63'	234.43'	N 29°57'26" W

SCALE IN FEET
0 100 200

TOWN BRANCH TRAIL EASEMENT

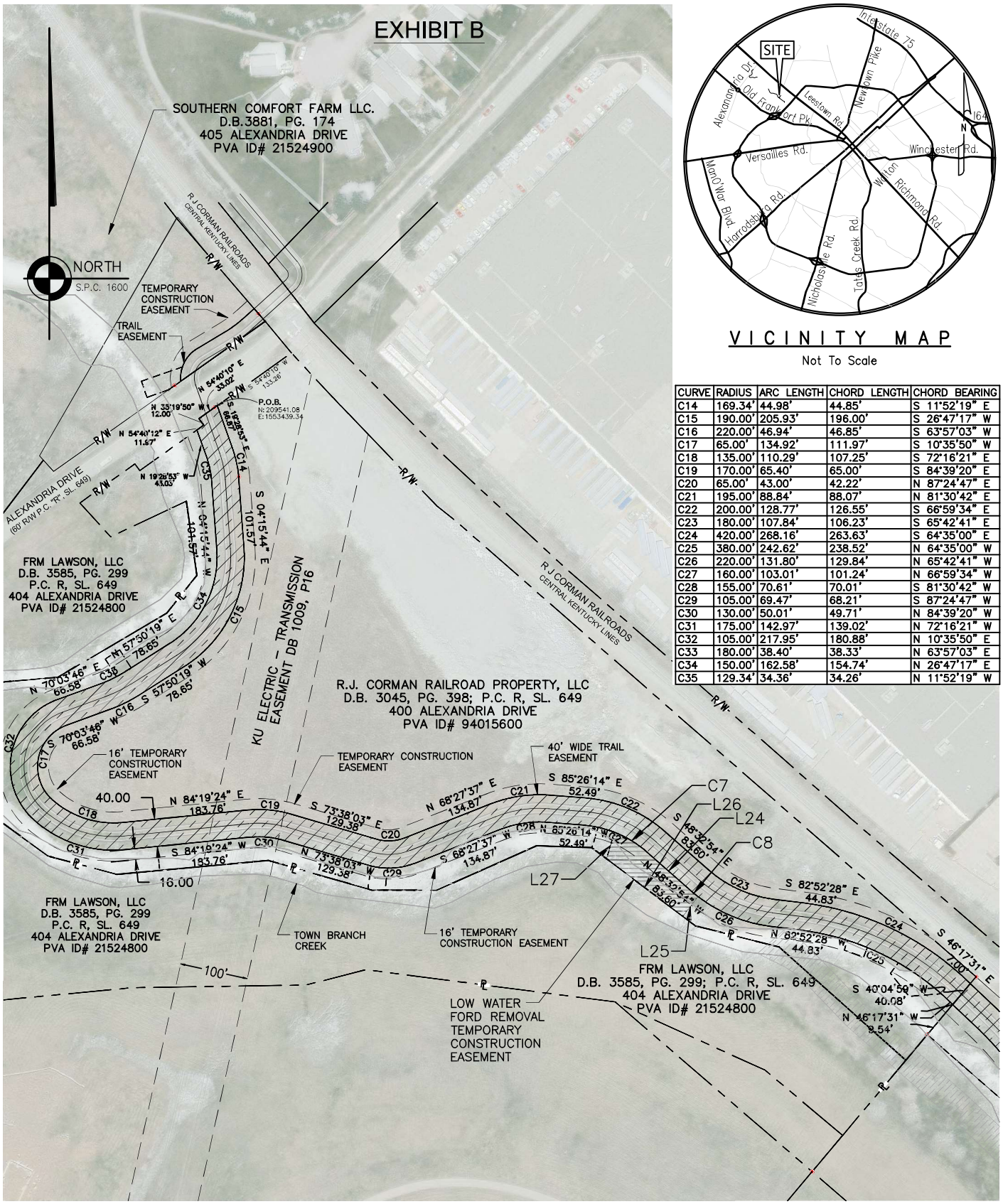
PARCEL B
R. J. CORMAN PROPERTY
DEED BOOK 3267, PAGE 376; PLAT CABINET "R", SLIDE 216
408 ALEXANDRIA DRIVE, LEXINGTON, KY

1" = 100' JANUARY 21, 2025

cdpengineers
3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

2012-0011

EXHIBIT B



VICINITY MAP

Not To Scale

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C14	169.34'	44.98'	44.85'	S 11°52'19" E
C15	190.00'	205.93'	196.00'	S 26°47'17" W
C16	220.00'	46.94'	46.85'	S 63°57'03" W
C17	65.00'	134.92'	111.97'	S 10°35'50" W
C18	135.00'	110.29'	107.25'	S 72°16'21" E
C19	170.00'	65.40'	65.00'	S 84°39'20" E
C20	65.00'	43.00'	42.22'	N 87°24'47" E
C21	195.00'	88.84'	88.07'	N 81°30'42" E
C22	200.00'	128.77'	126.55'	S 66°59'34" E
C23	180.00'	107.84'	106.23'	S 65°42'41" E
C24	420.00'	268.16'	263.63'	S 64°35'00" E
C25	380.00'	242.62'	238.52'	N 64°35'00" W
C26	220.00'	131.80'	129.84'	N 65°42'41" W
C27	160.00'	103.01'	101.24'	N 66°59'34" W
C28	155.00'	70.61'	70.01'	S 81°30'42" W
C29	105.00'	69.47'	68.21'	S 87°24'47" W
C30	130.00'	50.01'	49.71'	N 84°39'20" W
C31	175.00'	142.97'	139.02'	N 72°16'21" W
C32	105.00'	217.95'	180.88'	N 10°35'50" E
C33	180.00'	38.40'	38.33'	N 63°57'03" E
C34	150.00'	162.58'	154.74'	N 26°47'17" E
C35	129.34'	34.36'	34.26'	N 11°52'19" W

SCALE IN FEET

0 200 400

TOWN BRANCH TRAIL EASEMENT

PARCEL E

R. J. CORMAN PROPERTY

DEED BOOK 3218, PAGE 409; DEED BOOK 3045, PAGE 398

400 ALEXANDRIA DRIVE, LEXINGTON, KY

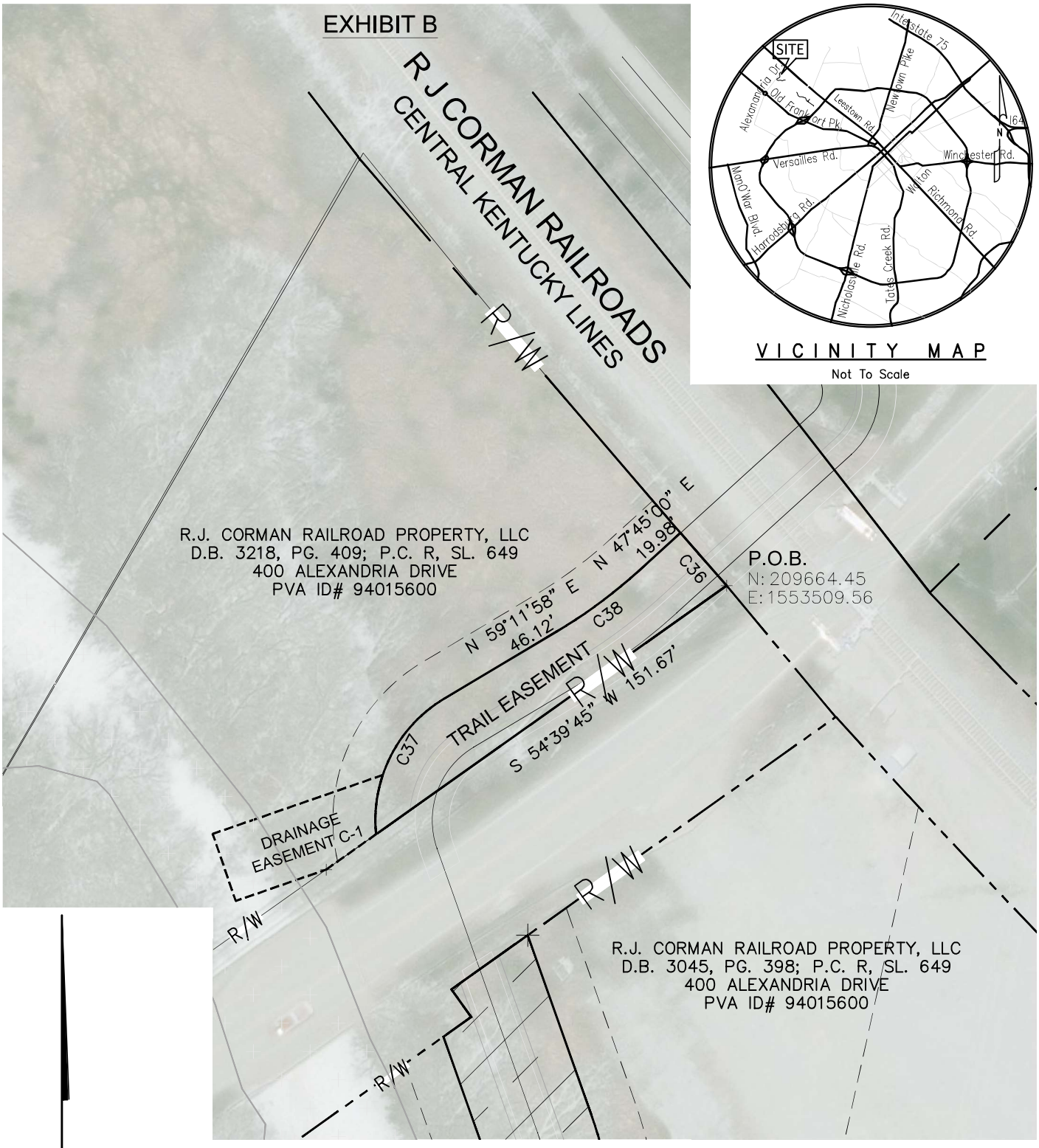
1" = 200' JANUARY 21, 2025

cdpengineers

3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

2012-0011

EXHIBIT B



VICINITY MAP

Not To Scale

NORTH
S.P.C. 1601

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C36	4073.79'	24.75'	24.75'	S 41°15'41" E
C37	50.00'	56.64'	53.66'	N 26°44'43" E
C38	180.00'	35.97'	35.91'	N 53°28'29" E

SCALE IN FEET

0 50 100

TOWN BRANCH TRAIL & DRAINAGE ESMTS.

PARCEL G

R. J. CORMAN PROPERTY

DEED BOOK 3218, PAGE 409; PLAT CABINET "R", SLIDE 649

400 ALEXANDRIA DRIVE, LEXINGTON, KY

1" = 100'

JANUARY 21, 2025

cdpengineers

3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

2012-0011

APPENDIX C

LEGAL DESCRIPTIONS OF DRAINAGE EASEMENTS

EXHIBIT C

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL E)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3218, PAGE 409; DEED BOOK 3045, PAGE 398
PVA ID# 94015600
LEXINGTON, FAYETTE COUNTY, KENTUCKY

400 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the southeasterly side of Alexandria Drive between Old Frankfort Pike and the R. J. Corman Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

DRAINAGE EASEMENTS

Drainage Easement C-2

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being along the northwesterly side of the above-described Permanent Trail Easement, and having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N:209143.66 E:1553291.50; thence running through the lands of Corman for three calls, N 32° 09’ 41” W 30.73 feet to a point, N 57° 50’ 18” E 25.00 feet, and S 32° 09’ 41” E 31.16 feet to a point in the northwesterly line of the Permanent Trail Easement; thence running with the northwesterly line of said easement, with a curve to the right having a radius of 397.22 feet, an arc length of 25.01 feet and a chord bearing S 58° 48’ 55” W 25.00 feet to the point of beginning, containing 778 square feet, 0.018 acre.

Drainage Easement C-3

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being along the southerly side of the above-described Permanent Trail Easement, and having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N:208863.07 E:1553689.27; thence running through the lands of Corman for four calls, S 07° 27’ 43”W 32.54 feet, N 89° 51’ 06” W 19.70 feet, N 73° 55’ 19” W 5.52 feet, and N 07° 27’ 43” E 34.22 feet to a point in the southerly line of the Permanent Trail Easement; thence running with the southerly line of said easement, with a curve to the left, having a radius of 105.00 feet, an arc length of 25.06 feet, and a chord bearing S 82° 32’ 16” E 25.00 feet to the point of beginning, containing 837 square feet, 0.019 acre.

Drainage Easement C-4

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being along the southerly side of the above-described Permanent Trail Easement, and having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N:208876.90 E:1554009.58; thence running

through the lands of Corman for two calls, N 52° 55’ 55” W 26.65 feet and N 16° 46’ 58” E 31.28 feet to a point in the southerly line of the Permanent Trail Easement; thence running with the southerly line of said easement, with a curve to the right having a radius of 160.00 feet, an arc length of 25.03 feet, and chord bearing S 73° 13’ 02” E 25.00 feet; thence leaving the line of said easement and returning through the lands of Corman, S 16° 46’ 58” W 40.52 feet to the point of beginning, containing 906 square feet, 0.021 acre.

Drainage Easement C-5

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being in the southerly line of the above-described Permanent Trail Easement, said point having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N: 208746.58 E:1554395.03; thence leaving the southerly line of the Permanent Trail Easement and running through the lands of Corman for three calls, S 22°21’ 01” W 15.00 feet, N 70° 00’ 17” W 30.00 feet, and N 17° 38’ 23” E 15.00 feet to another point in the southerly line of the Permanent Trail Easement; thence running with the southerly line of said easement, with a curve to the right having a radius of 380.00 feet, an arc length of 31.24 feet and a chord bearing S 70° 00’ 18” E 31.23 feet to the point of beginning, containing 466 square feet, 0.011 acre.

Drainage Easement C-6

Beginning at a point in the lands of R. J. Corman Railroad Property, LLC, aforesaid, and said point being along the southerly side of the above-described Permanent Trail Easement, and having approximate Kentucky State Plane Coordinates, NAD 83, USF North Zone, N:208708.89 E:1554425.89; thence running through the lands of Corman, N 36° 45’ 10” E 19.33 feet to a point in the southerly line of said Permanent Trail Easement; thence running with the southerly line of said easement, with a curve to the right having a radius of 380.00 feet, an arc length of 77.61 feet, and a chord bearing S 54° 11’ 49” E 77.47 feet; thence leaving the southerly line of said easement and returning through the lands of Corman for two calls, S 85° 19’ 47” W 47.39 feet and N 38° 52’ 39” W 43.28 feet to the point of beginning, containing 1,700 square feet, 0.039 acre.

EXHIBIT C

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3 (PARCEL G)
TO THE
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
THROUGH THE PROPERTY OF
R. J. CORMAN RAILROAD PROPERTY, LLC,
DEED BOOK 3218, PAGE 409
PVA ID# 94015600
LEXINGTON, FAYETTE COUNTY, KENTUCKY

400 ALEXANDRIA DRIVE

All that tract or parcel of land situated along the northwesterly side of Alexandria Drive between Old Frankfort Pike and the R. J. Corman Railroad in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

DRAINAGE EASEMENT C-1

Beginning at a point in the northwesterly right-of-way line of Alexandria Drive, said point being in the line of the R. J. Corman Railroad Property, LLC, cited above, and said point of beginning having Kentucky State Plane, NAD83, USF North Zone Coordinates of N: 209564.22, E: 1553368.18; thence leaving the northwesterly right-of-way of Alexandria Drive and running through the lands of Corman four calls, S 70° 52’ 41” W 33.78 feet , N 18° 53’ 51” W 25.03 feet, N 70° 54’ 26” E 63.50 feet, and with a curve to the left having a radius 50.00 feet, an arc length of 21.16 feet and a chord bearing S 06° 24’ 51” W 21.00 feet to another point in the northwesterly right-of-way of Alexandria Drive, aforesaid; thence running with said right-of-way line, S 54° 38’ 43” W 21.63 feet to the point of beginning and containing 1,371 square feet, 0.032 acre.

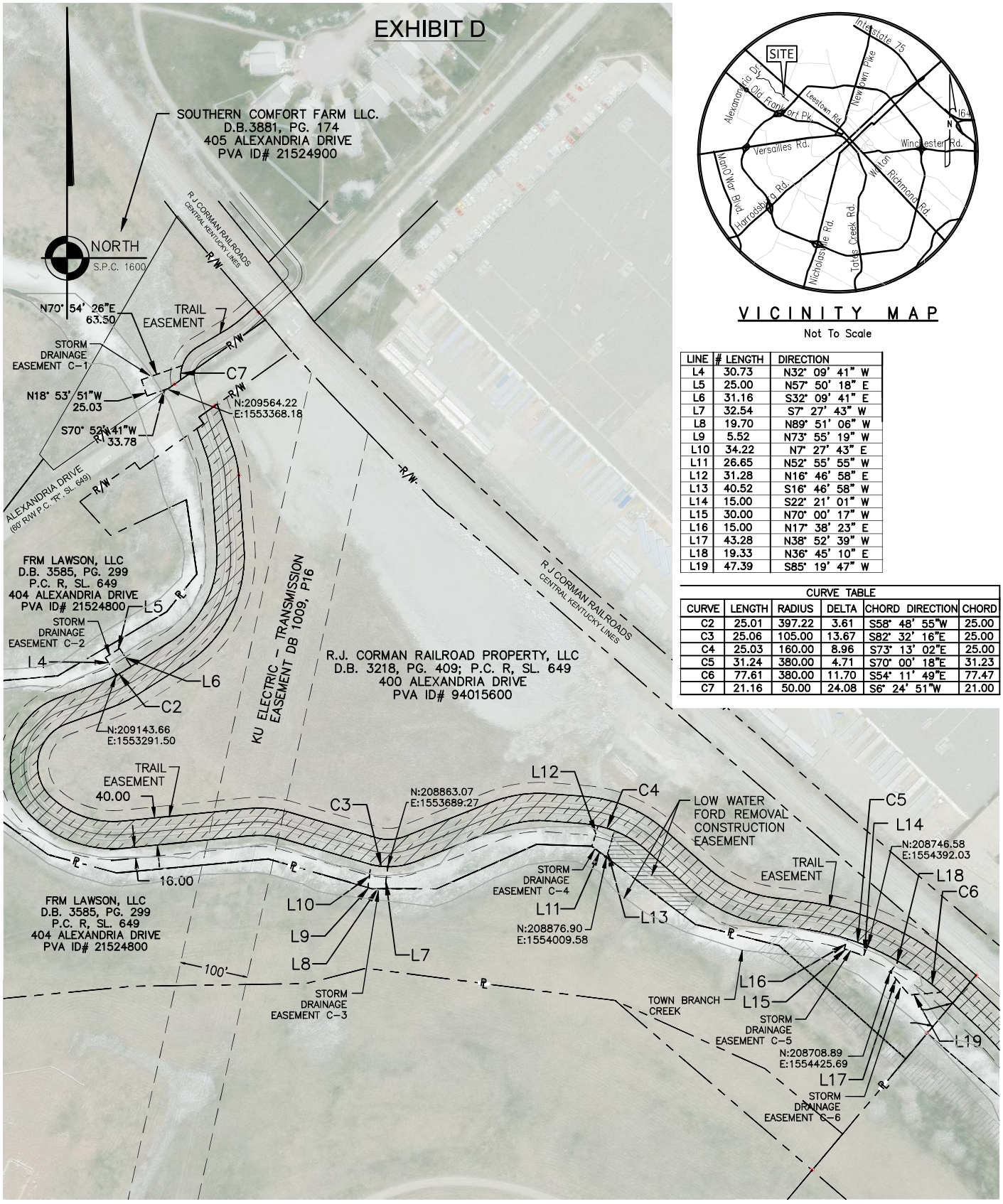
The above-described easement is on a portion of the same property conveyed to RJ Corman Railroad Group by deed dated February 25, 2014, recorded in Deed Book 3218, Page 409.

All of the above referenced instruments are of record in the Fayette County, Kentucky, Clerk’s Office.

APPENDIX D

PARCEL DRAWINGS OF DRAINAGE EASEMENTS

EXHIBIT D



VICINITY MAP

Not To Scale

LINE	# LENGTH	DIRECTION
L4	30.73	N32° 09' 41" W
L5	25.00	N57° 50' 18" E
L6	31.16	S32° 09' 41" E
L7	32.54	S7° 27' 43" W
L8	19.70	N89° 51' 06" W
L9	5.52	N73° 55' 19" W
L10	34.22	N7° 27' 43" E
L11	26.65	N52° 55' 55" W
L12	31.28	N16° 46' 58" E
L13	40.52	S16° 46' 58" W
L14	15.00	S22° 21' 01" W
L15	30.00	N70° 00' 17" W
L16	15.00	N17° 38' 23" E
L17	43.28	N38° 52' 39" W
L18	19.33	N36° 45' 10" E
L19	47.39	S85° 19' 47" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD
C2	25.01	397.22	3.61	S58° 48' 55"W	25.00
C3	25.06	105.00	13.67	S82° 32' 16"E	25.00
C4	25.03	160.00	8.96	S73° 13' 02"E	25.00
C5	31.24	380.00	4.71	S70° 00' 18"E	31.23
C6	77.61	380.00	11.70	S54° 11' 49"E	77.47
C7	21.16	50.00	24.08	S6° 24' 51"W	21.00

SCALE IN FEET

0 200 400

TOWN BRANCH TRAIL EASEMENT
STORM DRAINAGE EASEMENTS
R. J. CORMAN PROPERTY
DEED BOOK 3218, PAGE 409; DEED BOOK 3045, PAGE 398
400 ALEXANDRIA DRIVE, LEXINGTON, KY

1" = 200' JANUARY 21, 2025

cdpengineers
3250 blazer pkwy lexington ky 40509 T 859.264.7500 F 859.264.7501

2012-0011

APPENDIX E

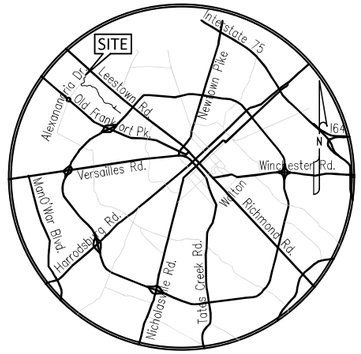
OVERALL EASEMENT MAP

GENERAL NOTES

THIS EXHIBIT SHOWS THE PROPERTIES OWNED BY RJC AND LFUCG BETWEEN THE RAILROAD AND TOWN BRANCH FROM ALEXANDRIA DRIVE TO BIZZELL DR., WHICH RJC AND LFUCG DESIRE TO DEVELOP THE PROPERTIES FOR THIER INDIVIDUAL PURPOSES.

THIS EXHIBIT IS FOR ILLUSTRATIVE PURPOSES ONLY. IT IS NOT A PLAT, AND IS NOT TO BE USED FOR LAND TRANSFER OR RECORDING.

R.J. CORMAN RAILROAD COMPANY, AND IT'S AFFILLIATED RAILROAD COMPANIES, AS A RAIL CARRIER, ARE EXEMPT FROM THE LFUCG ZONING ORDINANCE AND SUBDIVISION REGULATIONS. ACCORDINGLY, THE 25' BUILDING SETBACK RESTRICTION, SHALL NOT APPLY TO ANY REPLACEMENT OR NEW CONSTRUCTION BY R.J. CORMAN RAILROAD PROPERTY. LLC. OR IT'S AFFILIATED COMPANIES.



VICINITY MAP

Not To Scale

LEGEND

- PROPERTY LINE BOUNDARY
- TRAIL EASEMENT
- NEW R.J. CORMAN EASEMENTS
- TOWN BRANCH CREEK

PARCEL G
R.J. CORMAN RAILROAD PROPERTY, LLC
D.B. 3045, PG. 398; P.C. R, SL. 649
400 ALEXANDRIA DRIVE
PVA ID# 9-4015600

ALEXANDRIA DRIVE
RE-ROUTE P.C. R, SL. 649

STORM DRAINAGE EASEMENT

C-7

R/W

RJ CORMAN RAILROADS
CENTRAL KENTUCKY LINES

FRM LAWSON, LLC
D.B. 3585, PG. 299
P.C. R, SL. 649
404 ALEXANDRIA DRIVE
PVA ID# 21524800

PARCEL E
R.J. CORMAN RAILROAD PROPERTY, LLC
D.B. 3045, PG. 398; P.C. R, SL. 649
400 ALEXANDRIA DRIVE
PVA ID# 9-4015600

KU ELECTRIC - TRANSMISSION
EASEMENT DB 1008, P16

16' TEMP. CONSTRUCTION EASEMENT

PARCEL E

C-1

C-2

C-3

STORM DRAINAGE EASEMENT

LOW WATER FORD REMOVAL EASEMENT

16' TEMP. CONSTRUCTION EASEMENT

FRM LAWSON, LLC
D.B. 3585, PG. 299; P.C. R, SL. 649
404 ALEXANDRIA DRIVE
PVA ID# 21524800

FRM LAWSON, LLC
D.B. 3585, PG. 299; P.C. R, SL. 649
404 ALEXANDRIA DRIVE
PVA ID# 21524800

100'

LFUCG
D.B. 2590, PG. 385
689 BYRD THURMAN DRIVE
PVA ID# 38234530

PROPOSED STREAM RELOCATION

LFUCG
D.B. 1319, PG. 139; P.C. N, SL. 513
P.C. R, SL. 216
669 BYRD THURMAN DRIVE
PVA ID# 23207400

PARCEL B
R.J. CORMAN RAILROAD PROPERTY, LLC
D.B. 3267, PG. 376; P.C. R, SL. 216
408 ALEXANDRIA DRIVE
PVA ID# 38257420

40' TRAIL EASEMENT

LFUCG
D.B. 1319, PG. 1039
669 BYRD THURMAN DR
LEXINGTON KY 40510
PVA ID# 23207400

PARCEL A
R.J. CORMAN RAILROAD PROPERTY, LLC
D.B. 3267, PG. 371; P.C. R, SL. 216
412 ALEXANDRIA DRIVE
PVA ID# 38257430

RJ CORMAN RAILROADS
CENTRAL KENTUCKY LINES

16' TEMP. CONSTRUCTION EASEMENT

40' TRAIL EASEMENT

R.J. CORMAN RAILROAD PROPERTY, LLC
D.B. 3267, PG. 371; P.C. R, SL. 216
412 ALEXANDRIA DRIVE
PVA ID# 38257430

PARCEL A

COMMONWEALTH OF KENTUCKY
DEPT OF TRANSPORTATION
999 PG. 312
2151 FRANKFORT CT
LEXINGTON KY 40510 9650
PVA ID# 94013970

LFUCG DETENTION CENTER
CORPORATION
D.B. 1877, PG. 100
2025 OLD FRANKFORT PIKE
PVA ID# 25104950

16' TEMP. CONSTRUCTION EASEMENT

BIZZELL CO
DB 1457 PG. 769
P.C. F, SL. 738

KU ELECTRIC - TRANSMISSION
EASEMENT DB 1008, P16

NORTH
SPC 1600

SCALE IN FEET
0 250

PLOT DATE: 1/24/2025 10:25 AM BY: PAT

cdpengineers
3250 Blazer Pkwy Lexington KY 40509 T 859.264.7500 F 859.264.7501

OVERALL KEY MAP

TOWN BRANCH TRAIL – PHASE 3

THROUGH THE PROPERTY OF

RJ CORMAN RR PROPERTY, LLC / LFUCG
TOWN BRANCH TRAIL

LEXINGTON

PROJECT NO:	12011
SCALE:	1"=250'
DATE:	1/20/2025
DRAWN BY:	R.P.B.
CHECKED BY:	S.P.G.
DESIGNED BY:	
SHEET	KE 672

APPENDIX F

GRANTOR TEMPORARY CONSTRUCTION EASEMENTS

EXHIBIT F

L E G A L D E S C R I P T I O N

TOWN BRANCH TRAIL – PHASE 3
EXISTING GRANTOR TEMPORARY CONSTRUCTION EASEMENTS

PARCEL C

A certain Parcel of land in Fayette County, Kentucky situated on Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at a #4 steel rebar with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point being a corner to R.J. Corman Railroad Property, LLC, Deed Book 3045, Page 398 and to Lexington Fayette County Government, Deed Book 2890, Page 385, Plat Cabinet N, Slide 513;

thence with the.R.J. Corman Railroad Property, LLC line North 40° 04' 14" East 193.04 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being a corner to Parcel B of this conveyance;

thence South 48° 48' 25" East 208.60 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence South 31° 31' 37" East 93.09 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence South 40° 04' 14" West 232.47 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey;

thence North 49° 15' 49" West 296.92 feet to a #4 steel rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey in the line of Lexington-Fayette Urban County Government, Deed Book 2890, Page 385, Cabinet N, Slide 513;

thence with the Lexington-Fayette Urban County Government line North 40° 04' 14" East

69.461 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, and the point of beginning, containing 1.753 acres (76,361 square feet).

Being a portion of Parcel 2 conveyed to Lexington-Fayette Urban County Government Public Facilities Corporation by deed dated July 15, 1983 of record in Deed Book 1319, Page 139 and Plat Cabinet N, Slide 513 in the Fayette County Clerk's Office.

Parcel D

A certain Parcel of land in Fayette County, Kentucky situated on Town Branch east of Alexandria Drive, and more particularly described as follows:

Beginning at an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point being a corner to R.J. Corman Railroad Property, LLC, Deed Book 3045, Page 398 and to Lexington-Fayette County Government Public Facilities Corporation Deed Book 1319, Page 139 and Deed Book 2257, Page 44 and Cabinet N, Slide 513;

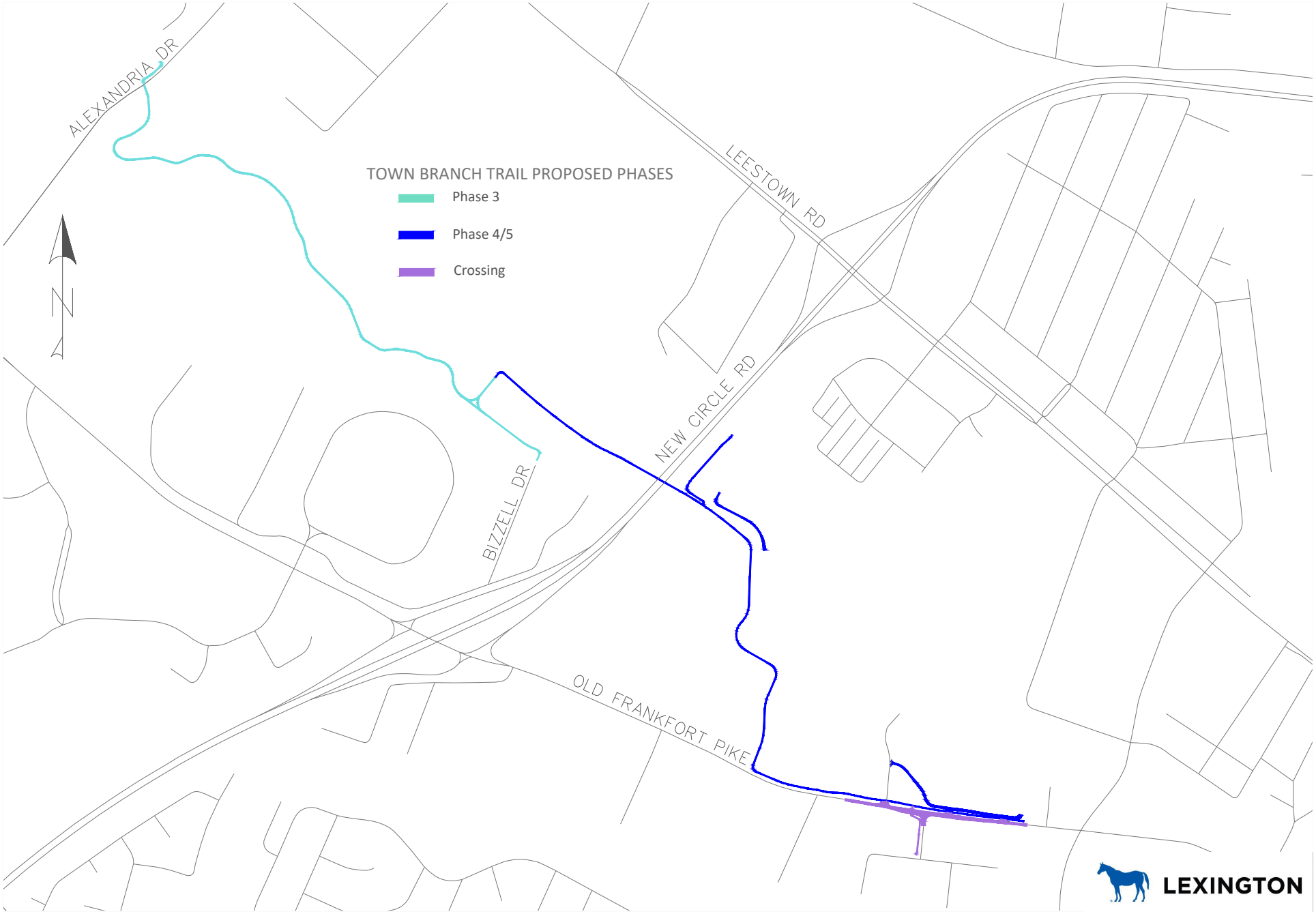
thence with the LFUCG Public Facilities Corporation line South 40° 04' 14" West 69.46 feet to a #4 rebar with plastic cap stamped "WILLIAMS PLS 2233 set this survey, said point being a corner to Parcel C of this conveyance;

thence North 49° 14' 15" West 380.81 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey, said point a corner to R. J. Corman Railroad Property, LLC, Deed Book 3045, Page 398;

thence with the line of R. J. Corman Railroad Property, LLC South 65° 30' 59" East 241.38 feet to an iron pin with plastic cap stamped "PLS 3185 CHAMBLISS" found this survey;

thence with the line of R. J. Corman Railroad Property South 49° 55' 46" East 148.28 feet to a #4 steel rebar with plastic cap stamped "PLS 3185 CHAMBLISS found this survey, and the point of beginning, containing 0.414 acres (18,033 square feet).

Being a portion of Parcel 1 conveyed to Lexington-Fayette Urban County Government by deed dated July 31, 2009, of record in Deed Book 2890, Page 385 and Plat Cabinet N, Slide 513 in the Fayette County Clerk's Office.


TOWN BRANCH TRAIL PROPOSED PHASES
Phase 3
Phase 4/5
Crossing
N
ALEXANDRIA DR
LEESTOWN RD
NEW CIRCLE RD
BIZZELL DR
OLD FRANKFORT PIKE
LEXINGTON

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE THIRD AMENDED EASEMENT AGREEMENT, AND ANY RELATED DOCUMENTS, WITH R.J. CORMAN RAILROAD PROPERTY, LLC FOR PROPERTY INTERESTS NECESSARY FOR CONSTRUCTION OF THE TOWN BRANCH TRAIL PHASE 3 PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $1.00, PLUS ANY ADDITIONAL COSTS REQUIRED PURSUANT TO THE EASEMENT AGREEMENT SUBJECT TO THE BUDGETING OF SUFFICIENT FUNDS.

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 the Third Amended Easement Agreement, which is attached hereto and incorporated herein by reference, and any related documents, with R.J. Corman Railroad Property, LLC, for property interests necessary for construction of the Town Branch Trail Phase 3 Project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $1.00, be and hereby is approved for payment to R.J. Corman Railroad Property, LLC, from account # 3160-303202-3225-90311, pursuant to the terms of the Third Amended Easement Agreement, with payment of any additional costs required pursuant to the Easement Agreement subject to the budgeting of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0409-25:EPT_4923-9956-8447, v. 1

RESOLUTION NO. 215 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE THIRD AMENDED EASEMENT AGREEMENT, AND ANY RELATED DOCUMENTS, WITH R.J. CORMAN RAILROAD PROPERTY, LLC FOR PROPERTY INTERESTS NECESSARY FOR CONSTRUCTION OF THE TOWN BRANCH TRAIL PHASE 3 PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $1.00, PLUS ANY ADDITIONAL COSTS REQUIRED PURSUANT TO THE EASEMENT AGREEMENT SUBJECT TO THE BUDGETING OF SUFFICIENT FUNDS.

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 the Third Amended Easement Agreement, which is attached hereto and incorporated herein by reference, and any related documents, with R.J. Corman Railroad Property, LLC, for property interests necessary for construction of the Town Branch Trail Phase 3 Project, for the Division of Engineering.

Section 2 – That an amount, not to exceed the sum of $1.00, be and hereby is approved for payment to R.J. Corman Railroad Property, LLC, from account # 3160-303202-3225-90311, pursuant to the terms of the Third Amended Easement Agreement, with payment of any additional costs required pursuant to the Easement Agreement subject to the budgeting of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0409-25:EPT_4923-9956-8447, v. 1

THIRD AMENDED EASEMENT AGREEMENT

This **THIRD AMENDED EASEMENT AGREEMENT**, made and effective as of this 3rd day of June, 2025, by and between R.J. CORMAN RAILROAD PROPERTY, LLC, the mailing address of which is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, Kentucky 40340, hereinafter called "Grantor," and LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky, the address of which, for purposes of this Agreement is, 200 East Main Street, Lexington, Kentucky 40507, hereinafter called "Grantee"; collectively hereinafter called "the Parties."

RECITALS

1. WHEREAS, Grantor and Grantee are parties to a certain Easement Agreement dated September 25, 2014, of record in Deed Book 3267, Page 612, as amended by a certain Amendment to Easement Agreement dated October 10, 2019, of record in Deed Book 3754, Page 665, both within the records of the Lexington Fayette County Clerk's Office.

2. WHEREAS, the Parties mutually desire to amend and replace said Easement Agreement, as amended, as set out herein, and intend for this Third Amended Easement Agreement to supersede, revoke, replace, and restate said Easement Agreement.

NOW, THEREFORE, in consideration of the mutual terms, promises, covenants, and conditions set out herein, it is now agreed by and between the Parties as follows:

Article I. Background

1.01 Property

The undersigned Grantor is the sole owner in fee simple of the properties described below, which collectively, for purposes of this Agreement, are referred to as the "Property":

(a) 400 Alexandria Drive, Lexington, KY (formerly a portion of 404 Alexandria Drive)
Recorded in Deed Book 3033, Page 4893, Cabinet R, Slide 649, and in Deed Book 3191, Page 191, and in Deed Book 3218, Page 409, all referenced in the Lexington Fayette County Clerk's Office.

(b) 408 Alexandria Drive, Lexington, KY
Recorded in Deed Book 3267, Page 376, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

(c) **412 Alexandria Drive, Lexington, KY (formerly a portion of 2025 Old Frankfort Pike)**
Recorded in Deed Book 3267, Page 371, Cabinet R, Slide 216, of the Lexington Fayette County Clerk's Office.

1.02 Easement Area

The portion of the Property that is subject to this Agreement (the "Easement Area of Town Branch Trail-Phase 3") is Parcel A (a portion of 412 Alexandria Drive), Parcel B (a portion of 408 Alexandria Drive), Parcel E (a portion of 400 Alexandria Drive), and Parcel G (a portion of 400 Alexandria Drive), and further described and shown on Exhibits "A"; "B"; "C"; "D"; and "E".

1.03 Purposes

The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.04 Consideration

Grantor acknowledges receipt of the sum of $1.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, in consideration of the grant of easement to Grantee under this Agreement.

1.05 Exhibits

This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Legal Descriptions of Easement Area for Trail
b. Exhibit "B" – Parcel Drawings of Trail Easement Area for Trail
c. Exhibit "C" – Legal Descriptions of Drainage Easements
d. Exhibit "D" – Parcel Drawings of Drainage Easements
e. Exhibit "E" – Overall Easement Map
f. Exhibit "F" – Legal Descriptions of Temporary Construction Easements to Grantor

Article II. Grant of Easement for Trail Facilities

2.01 Grant

The undersigned Grantor, intending to be legally bound, grant and convey to Grantee the perpetual right to create the Trail identified below; to enter the Easement Area at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) of this section; and, subject to the prior written consent of

Grantor, those described in paragraph (b) of this section.

(a) Trail Facilities

(i) A trail not to exceed approximately 12 feet in width together with shoulder, steps, railings, and other surface structures which, as to wet areas, may include bridges and culverts (collectively, the "Trail").

(ii) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.

(iii) Fencing, gates, and barriers to control access.

(b) Trail Facilities Requiring Prior Written Consent of Grantor

(i) Benches, picnic tables, wastebaskets, and bicycle racks, which consent shall not be unreasonably withheld.

(c) Major Repairs, Upgrades, and Construction

Grantee shall provide Grantor at least 30 days prior written notice before undertaking (i) the initial construction of the Trail, or (ii) any substantial repairs, upgrades or improvements to the Trail or any Trail Facility.

2.02 Exercise of Rights

Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use.

2.03 Required Trail Facilities

(a) Fencing

Prior to opening the Trail to the public, Grantee must install a six (6) foot high fence along the trail within the boundaries of the trail Easement Area closest to the railroad tracks on Parcels A, B, and E as it meanders between Alexandria Drive and the trail crossing the railroad. The fencing shall be located as close to the shoulder of the trail as feasible without impeding drainage or maintenance activities. Grantee shall have the right to install gates in the fence for maintenance access of Trail facilities between the fence and Easement boundary. In addition, Grantee agrees to install a four (4) foot high fence along the southwest and northwest sides of the trail Easement Area on Parcel G, approximately between the trail crossing Alexandria Drive and at the trail crossing the railroad. The fencing material and type shall be proposed by the Grantee prior to the Trail construction, and approved by Grantor prior to installation.

The purpose of the above fencing is to keep the public from entering

Grantor's property on which it is conducting its business operations from the Easement Area or from the portion of the trail located on Grantee's property. All cost of the fencing and its installation shall be the responsibility of the Grantee. All cost and expenses of any repairs and maintenance, repair or replacement of the fencing is the responsibility of the Grantee. If in exercising any rights retained by Grantor in this Agreement, Grantor is required to remove the fence, Grantor shall have the right to remove sections of the fence that do not create a safety hazard for Trail users if removed, and shall assume all cost of removal, repair and/or replacement. Grantor shall have the right to install gates in the fence at its discretion. However, all cost of such gates, and cost of maintenance, shall be borne by Grantor.

(b) Signage

Prior to opening the Trail to the public, Grantee must install no trespassing signs every 330 feet along the side of the Easement Area closest to the railroad tracks of Parcels A, B, and E, the southwest and northwest sides of the trail Easement Area on Parcel G, and at every point at which it appears that a footpath has been created by the pubic into Town Branch Creek, or otherwise onto Grantor's Property on the Town Branch Creek side of the Easement Area. Grantee shall also place at each rail crossing signage indicating that trespass onto railroad property is a crime under KRS 277.350.

(c) Adjacent Properties

Grantee, by the acceptance hereof, hereby covenants and agrees with Grantor that Grantor shall not be required to erect or maintain any fences, railings or guard rails along any boundary lines between the Easement Area and the adjacent land(s) of Grantor or of any other company affiliated with Grantor; or be liable for or required to pay any part of the cost or expense of erecting or maintaining such fences, railings or guard rails or any part thereof (except as indicated in paragraph (a) above).

2.04 Initial Installation

Prior to installation of the Trail within the Easement Area, Grantee must (a) provide Grantor with at least 30 days' notice of its intent to install; (b) mark the approximate location of the Trail and consider suggestions of Grantor as to reasonable adjustments of Trail location; (c) obtain certificates evidencing liability insurance coverage with respect to all third party contractors entering the Property for the purpose of construction or installation activities; and (d) obtain, at Grantee's cost and expense, all permits and approvals required for

construction or installation activities.

2.05 Maintenance

Grantee shall mow, cut or remove vegetation, and maintain the Trail surface and Trail Facilities to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Easement Area. Grantee will routinely inspect the Trail and promptly repair damaged Trail Facilities that create an unreasonably dangerous condition.

Article III. Grant of Easement for Public Access

3.01 Grant of Easement

The undersigned Grantor, intending to be legally bound, grant to Grantee the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) and, subject to the prior written consent of Grantor, those described in paragraph (b) of this section:

(a) Permitted Trail Uses

Use of the Trail as a right-of-way for (i) walking, hiking, jogging, bicycling, bird watching, nature study; (ii) medically required power-driven mobility devices capable of traversing railroad crossings traditionally used by persons with mobility issues; and (iii) emergency vehicles in the case of emergency within the Easement Area.

(b) Uses Requiring Prior Written Consent of Grantor

Use by vehicles, mass use events such as running, biking or other races, or charity walking events, which consent shall not be unreasonably withheld.

3.02 No Charge for Access

No Person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

Article IV. Rights of Grantor

4.01 Reservation

(a) Reserved Utility Easements

Grantor hereby excepts and reserves unto itself, its successors and assigns an indefinite number of exclusive perpetual utility easements, hereinafter "the Reserved Utility Easements", under the entire width and length of the Easement Area for future construction, maintenance, operation, use, replacement, relocation, renewal and removal of utilities, which shall include but not be limited to water lines, sewer lines, natural

gas lines, electric, telephone, fiber optic communications systems and petroleum products pipelines consisting of cables, lines, pipes or facilities beneath the surface of the Easement Area and all ancillary equipment or facilities (both underground and surface), and the right to attach same to existing bridges on the Easement Area, and such surface rights as may be necessary to accomplish the same; TOGETHER with unrestricted access over the Easement Area to reach the Reserved Utility Easements and with the further right to assign the Reserved Utility Easements, in whole or in part, and to lease, license or to permit third parties to use the Reserved Utility Easements provided that the exercise of such rights does not unreasonably interfere with the safe and efficient use of the Easement Area. The right to use the Easement Area for utilities shall remain with and be exclusive unto Grantor.

Grantor shall be responsible for all cost for the repair of the Easement Area (excluding any cost for easements granted for the benefit of Grantee, i.e. sewer, etc.), and shall provide 30 days written notice of work impacting the Easement Area.

Grantee, its successors and assigns shall not disturb any existing facilities located within the Easement Area or any facilities subsequently placed within Reserved Utility Easement area, nor cause or permit any interference with the enjoyment or use of the rights, interests and privileges created under the Reserved Utility Easement, EXCEPT that Grantee (or any third party claiming through Grantee) may, with the prior written approval of Grantor or its successors or assigns, as the case may be, and the owner of the occupancy in question, which such approval may not be unreasonably withheld, relocate such occupancy within the Easement Area at the sole risk, cost and expense of Grantee or its successors or assigns, as the case may be.

(b) Reserved Crossing Rights

Grantor hereby excepts and reserves unto itself, its successors and assigns the right to construct additional pedestrian track crossings over Parcel G in the event Grantor constructs side tracks on the 400 Alexandria Drive Property. All cost of the additional pedestrian crossings, and any maintenance, repair or replacement of any additional pedestrian crossing is the responsibility of the Grantor. Grantee acknowledges and agrees that construction of additional pedestrian crossing may require temporarily closing the Trail.

4.02 Grantor Uses and Activities

Grantor has the rights accorded to the general public to use the Trail Facilities as well to exercise any one or more of the following rights with such notice to Grantee as is reasonable under the circumstances:

(a) Crossing

Cross the Easement Area with equipment and or machinery to access Grantor adjacent properties. Grantor shall be responsible for all costs to repair any damage caused due to said use of equipment and or machinery.

(b) Grantor Improvements

In addition to the rights reserved by Grantor in this Agreement, Grantor may construct, install or maintain any facility or improvement within the Easement Area that does not unreasonably interfere with the safe and efficient use of the Easement Area for Permitted Trail Uses, to which Grantee gives its consent in writing, which shall not be unreasonably withheld.

(c) Adjacent Property Management

Access the Easement Area to mow, cut or remove vegetation, or plant vegetation, on Grantor's property adjacent to the Easement Area.

4.03 Construction Easements

(a) Town Branch Relocation

If, in the discretion of Grantor, its successors or assigns, it becomes desirable for rail carrier operations or to aesthetically enhance the location of the Trail Easement area by providing additional separation from those operations, Grantor, its successors or assigns, shall have the right, upon sixty (60) days written notice to Grantee, and at the sole cost, expense, and risk of Grantor, its successors or assigns, to relocate the channel Town Branch as represented in Exhibit E and to relocate that portion of the Trail Easement area in closest proximity to said railroad right-of-way, southwestwardly and away from said right-of-way.

(b) Temporary Construction Easement - Grantor

Grantee, for itself and for its successors and assigns, hereby conveys and grants to Grantor, its successors and assigns, upon receipt of sixty (60) day written notice to Grantee, a temporary, non-exclusive easement (the "Grantor Temporary Construction Easement") over, under, in, along, across and upon a portion of 689 Byrd Thurman Drive, Lexington, KY, recorded in Deed Book 2890, Page 285, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel D on Exhibit "F", and a portion of 669 Byrd Thurman Drive,

Lexington, KY, recorded in Deed Book 1319, Page 139, and Deed Book 2257, Page 44, Cabinet N, Slide 513, of the Lexington Fayette County Clerk's office, and identified as Parcel C on Exhibit "F", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Town Branch Relocation, including, but not limited to, the operation of equipment and the right of ingress and egress. The Grantor agrees to surrender possession of the Grantor Temporary Easement Area upon the completion of the Town Branch Relocation work.

However, the Parties acknowledge and agree that: (i) grading changes may exist upon completion of the Town Branch Relocation and that the 100 year floodway on Grantees' property may be altered as a result of the Town Branch Relocation in accordance with regulatory approval; and (ii) Grantor agrees to leave the premises in substantially the same condition than it was on the date this easement was executed , including the replacement of trees and shrubs in the Grantor Temporary Construction Easement Area upon completion of the Town Branch Relocation at the election of the Grantee.

Article V. Additional Easements

5.01 Temporary Construction Easements

(a) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, 408 Alexandria Drive, and 412 Alexandria Drive, Lexington, KY, 16-feet in width on either side of the boundary of the permanent trail easements as defined above and in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to the Trail, including, but not limited to, the operation of equipment, and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

(b) Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a temporary, non-exclusive easement over, under, in, along, and across a portion of 400 Alexandria Drive, as identified in Exhibits "A", "B", and "E", to be used for locating, constructing, improving, grading, landscaping and other necessary work related to removing the existing low water crossing and streambank rehabilitation, including, but not limited

to, the operation of equipment, and the movement of a work force over, upon, and across the described easement, together with the right of ingress and egress. This temporary easement shall extend to the property line within the channel Town Branch in that vicinity as defined in Exhibits "A", "B", and "E". The Grantee agrees to surrender possession of the easement upon the completion of the Trail work, and to leave the premises in substantially the same condition than it was on the date this easement was executed.

5.02 Permanent Drainage Easements

Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, the perpetual easement right to drain stormwater, and to lay, construct, operate, repair, reconstruct and remove storm sewer infrastructure, improvements and appurtenances thereto, over, under, in, along, and across a portion of 400 Alexandria Drive, and identified in Exhibits "C", "D", and "E", together with the right of ingress and egress.

Article VI. Enforcement; Liability Issues

6.01 Enforcement

Grantee may, in addition to other remedies available at law or in equity, compel Grantor to make the Easement Area available for the purposes set forth in Article II, Article III, and Article V by exercising any one or more of the following remedies, without any need to show that a civil action for damages is not available to furnish compensation:

(a) Injunctive Relief

Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

(b) Self Help

Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Grantee under this Agreement.

(c) Temporary Unavailability

Grantee hereby acknowledges and agrees that Grantor has the right to temporarily close access to the Trail for a reasonable period of time in order to maintain or construct improvements to Grantor's adjacent properties, or as may be required to maintain existing infrastructure or facilities, or as may be required to meet any obligations imposed by federal or state governmental units with authority over Grantor or its affiliated companies in connection with rail operations. Grantor shall provide reasonable notice to Grantee of required temporary closings

and provide signage to reflect such temporary closing.

6.02 Warranty

The undersigned Grantor warrants to Grantee that no one has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the Agreement Date) to prevent the installation of Trail Facilities or the use of Trail Facilities for Permitted Trail Uses.

6.03 Immunity under Applicable Law

Nothing in this Agreement limits the ability of Grantor and Grantee to avail themselves of the protections offered by any applicable law affording immunity to Grantor and Grantee including, to the extent applicable, KRS 411.190 (as may be amended from time to time).

6.04 Public Enters at Own Risk

Use of any portion of the Easement Area by members of the general public is at their own risk. Grantee acknowledges and agrees that Grantor, by entering into this Agreement, does not assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Easement Area; or for the failure to inspect for, or warn against, possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present.

6.05 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Grantee except for items included in Grantor Responsibility Claims (defined below in this Article).

6.06 Responsibility for Losses and Litigation Expenses

(a) Public Access Claims; Grantor Responsibility Claims

If a claim for any Loss for personal injury or property damage occurring within the Easement Area after the Agreement Date (a "Public Access Claim") is asserted against either Grantor or Grantee, or both, it is anticipated that they will assert such defenses (including immunity under KRS 411.190) as are available to them under applicable law. The phrase "Public Access Claim" excludes all claims (collectively, "Grantor Responsibility Claims") for Losses and Litigation Expenses arising from, relating to or associated with (i) personal injury or property damage occurring prior to the Agreement Date; (ii) activities or uses engaged in by Grantor, its contractors, agents, employees, tenants and invitees or anyone else entering the Property by, through or under the express or implied invitation of any of the foregoing; or (iii) structures, facilities and

improvements within the Easement Area (other than improvements installed by Grantee).

(b) Indemnity

If immunity from any Public Access Claim is for any reason unavailable to Grantor, Grantee agrees to indemnify, defend and hold Grantor harmless from any Loss or Litigation Expense if and to the extent arising from a Public Access Claim to the extent permitted by law. Grantor agrees to indemnify, defend and hold the Grantee harmless from any Loss or Litigation Expense if and to the extent arising from a Grantor Responsibility Claim. Nothing contained herein is intended to be, nor shall act as, a waiver of any defense against a third party, including the defense of sovereign immunity.

(c) Loss; Litigation Expense

(i) The term "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge other than a Litigation Expense.

(ii) The term "Litigation Expense" means any court filing fee, court cost, arbitration fee or cost, witness fee and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees and disbursements.

(d) Insurance

(i) Prior to commencement of surveys, installation or occupation of the Trail Facilities pursuant to this Agreement, Grantee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Grantee under this Agreement and having coverage limits of not less than FIVE MILLION DOLLARS ($5,000,000.) Combined Single Limit per occurrence for bodily injury liability and property. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Grantor prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

(ii) If said policy does not automatically cover Grantee's contractual

liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Grantee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Grantee shall arrange for adequate time for reporting losses. Failure to do so shall be at Grantee's sole risk.

(iii) Grantor may at any time request evidence of insurance purchased by Grantee to comply with this requirement, and may demand that Grantee purchase insurance deemed adequate by Grantor. Failure of Grantee to comply with Grantor's demand shall be a default under this Agreement.

(iv) Securing by Grantee of insurance hereunder shall not limit Grantee's liability under this Agreement, but shall be additional security therefor.

(v) Grantee may elect to self-insure all or any part of the insurance obligations set out herein, but no such election will relieve Grantee from providing first dollar coverage for all claims and first dollar defense of all claims that would have otherwise been available pursuant to the insurance coverage specified herein.

6.07 Termination

If Grantee fails to fulfill its obligations under this Agreement and such failure causes loss, cost or damage to Grantor that is not compensable by damages under a civil action or, if it is compensable, Grantee fails to discharge its obligations, then this Agreement and the easements granted under this Agreement, may be terminated by a court of competent jurisdiction.

Article VII. Miscellaneous

7.01 Beneficiaries and Agents

The rights of Grantee under this Agreement may be exercised by Grantee, any Person identified by Grantee as a beneficiary of this Agreement and who accepts this designation by recordation in the Public Records of a joinder to this Agreement (a "Beneficiary"), or any of the contractors, agents, and employees of Grantee or Beneficiary.

7.02 Binding Agreement

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the representatives, successors, and assigns of the Grantee. The above-described permanent easements run with the land in perpetuity and are binding upon the representatives, successors, and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement

of construction of the project and will expire upon completion of the project.

7.03 "As Is, Where Is" Disclaimer. Grantee acknowledges and agrees that the conveyance of the Property shall be "as is, where is, with all faults," and Grantor shall have no continuing liability with respect to the Property from and after the effective date of the Agreement. Grantee represents and warrants that it is relying solely on its own due diligence investigations of, and familiarity with, the Property in connection with its purchase of the Property, and Grantee shall assume all liabilities and obligations pertaining to the Property from and after the effective date of the Agreement, including, without limitation, those relating to Environmental Matters, if any. Further, Grantee expressly waives any claim it might otherwise have against Grantor for patent or latent defects to the Property. Notwithstanding the foregoing, the above provisions are not intended to reduce liability, if any, for a violation of a specific representation and warranty of Grantor set forth in Section 6.

7.04 Special Warranty.

(a) As it pertains to the temporary construction easements and permanent easements described herein, Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of record, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantor, but no other.

(b) As it pertains to the construction easements described in Section 4.03(b), Grantee does hereby release and relinquish unto the Grantor, its successors and assigns forever, all of its right, title, and interest in and to the property to the extent of the interests conveyed herein, including all exemptions allowed by law, subject to all current taxes not yet due and payable, assessments and any other liens arising therefrom, all reservations in patents, deed restrictions, if any, all easements, rights of way, covenants, conditions, restrictions, encroachments, liens, encumbrances, obligations and liabilities as may appear of records, and all other matters that can be determined by a visual inspection or a complete and accurate survey of the Property, and does hereby covenant to and with the Grantee, its successors and assigns forever, to warrant title to all persons claiming by, through or under Grantee, but no other.

7.05 Governing Law

The laws of the Commonwealth of Kentucky govern this Agreement.

7.06 Definition and Interpretation of Capitalized and Other Terms

The following terms, whenever used in this Agreement, are to be interpreted as follows:

(i) "Grantor" means the undersigned Grantor and its representatives, successors, and assigns after them who hold any interest in the Easement Area.

(ii) "Person" means an individual, organization, trust, or other entity.

(iii) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Easement Area is located.

(iv) "Including" means "including, without limitation."

(v) "May" is permissive and implies no obligation; "must" is obligatory.

7.07 Incorporation by Reference

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

7.08 Amendments; Waivers

No amendment or waiver of any provision of this Agreement or consent to any departure by Grantor from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

7.09 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

7.10 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

7.11 Entire Agreement

This is the entire agreement of Grantor, Grantee and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Grantor, Grantee, and others pertaining to the transaction set forth in this Agreement.

7.12 Notices

Notice to Grantor or Grantee under this Agreement must be in writing and given by one of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid.

7.13 Authorizing Resolution and Transfer Tax.

The obtaining of this easement was authorized by Resolution 215 - 2025, passed by the Lexington-Fayette Urban County Council on May 29, 2025 2025. Pursuant to KRS 382.135(2)(a) and KRS 382.135(2)(c), this deed of easement, which pertains to a public utility and conveys right of way, need not contain a statement of consideration.

INTENDING TO BE LEGALLY BOUND, the undersigned Grantor and Grantee, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date above written.

R.J. CORMAN RAILROAD PROPERTY, LLC

BY: Raymond Goss

NAME: Raymond Goss

TITLE: President

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF JESSAMINE)

This instrument was acknowledged, subscribed and sworn to before me by Raymond Goss, as President for and on behalf of R.J. Corman Railroad Property, LLC, a Kentucky limited liability company, on this 1st day of April, 2025.

MARY BETH CARTER NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES 6/22/2025

Notary Public, Kentucky, State-at-Large

My Commission Expires: 6/22/2025

Notary ID # KYNP28439

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

This instrument was acknowledged, subscribed and sworn to before me by Linda Gorton, as Mayor, for and on behalf of Lexington-Fayette Urban County Government, a Kentucky municipal corporation, on this 4th day of June, 2025.

Mackenzie Stock
Notary Public, Kentucky, State-at-Large

My Commission Expires: 11/20/2027

Notary ID # 82853

PREPARED BY:

EVAN P. THOMPSON
Attorney Sr.
Lexington-Fayette Urban
County Government
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500

4910-9913-9095, v. 4

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 4th day of June 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and EHI Consultants, a Kentucky corporation, ("Organization") with offices located at 333 West Vine St. Suite 300, Lexington, KY 40507.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on May, 2025 and shall last for a period of 9 months unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – LFUCG RFP Document
b. Exhibit "B" – Consultant Proposal
c. Exhibit "C" – Project Scope

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", "B", and "C" in that order.

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

4. PAYMENT. LFUCG shall pay Organization a total lump sum amount not to exceed dollars ($145,000) for the performance of the Services. [If reimbursement] Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. [If not reimbursement] Such payments shall be made after receipt of monthly invoices. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written

Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

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

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

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

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a

between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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: Marthenia Stock
Deputy Clerk of the Urban County Council

ENTITY

BY:
Edward J. Holmes, President

JULIE WILSON
ATTEST:

WITNESS:
DATE: MAY 7, 2025

JULIE WILSON
Notary Public
Commonwealth of Kentucky
Commission Number KYNP55752
My Commission Expires Jul 22, 2026

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0410-25

File ID:	0410-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	212-2025	**In Control:**	Urban County Council
				File Created:	04/18/2025
File Name:	Public Consulting Group - ASPP Support			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement and any related documents with Public Consulting Group LLC to assist in Lexington-Fayette County's participation of Ky.'s Ambulance Supplemental Payment Program ("ASP Program"), for the Div. of Revenue, at a cost not to exceed ten percent (10%) of the federal share portion of reimbursements received by Lexington-Fayette Urban County Government under the Ky. ASP Program. [Div. of Revenue, Holbrook]

Notes: SAF in the CCO. REturned to Wes Holbrook 7/21/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Bluesheet Memo - ASPP Support, LFUCG ASPP Contract_March2025 (law) .1 . 4916-7196-9323_SignedPCG, RESO 410-25-Agreement with Public Consulting Ambulance Fee Program 4917-3673-7599 v.1.docx, R-216-2025, Contract #212-2025	**Enactment Number:**	R-216-2025
Deed #:		**Hearing Date:**	
Drafter:	Wesley Holbrook	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0410-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Multi-Year Agreement and any related documents with Public

Consulting Group LLC to assist in Lexington-Fayette County's participation of Ky.'s Ambulance Supplemental Payment Program ("ASP Program"), for the Div. of Revenue, at a cost not to exceed ten percent (10%) of the federal share portion of reimbursements received by Lexington-Fayette Urban County Government under the Ky. ASP Program. [Div. of Revenue, Holbrook]

Summary

Authorization to execute an Agreement with Public Consulting Group for data reporting and audit support to participate in the Ambulance Supplemental Payment Program (ASPP) administered through the Commonwealth of Kentucky for a period of three years beginning August 2026. The Contract is on a contingency basis and the Co. will receive 10% of ASPP revenues. There is no Budgetary impact until LFUCG begins receiving payments in 2026. Funds will be Budgeted in future fiscal years. (L0410-25)(Holbrook/Hensley)

Budgetary Implications [select]: Yes (future FY)

Advance Document Review:

Law: { Select Yes, Completed by Evan Thompson

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

Fully Budgeted [select]: N/A

Account Number:

This Fiscal Year Impact: $0

Annual Impact: $TBD likely in FY 27

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Wesley Holbrook, Director of Revenue

DATE: April 16, 2025

SUBJECT: Authorization to execute an agreement with Public Consulting Group to support LFUCG for the Ambulance Supplemental Payment Program (ASPP)

Request
Authorization to execute an agreement with Public Consulting Group for data reporting and audit support to participate in the Ambulance Supplemental Payment Program administered through the Commonwealth of Kentucky.

Why are you requesting?
The Ambulance Supplemental Payment Program was authorized in the 2025 Legislative Session. Extensive data reporting is required in order to participate. Payments from the state to the Lexington-Fayette Urban County Government are estimated to begin in August 2026. The contract is on a contingency basis and the company will receive 10% of ASPP revenues. The contract is for a period of three program years. Funds will be budgeted in future fiscal years. This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Should a change in law prohibit the services covered under this Agreement, or LFUCG shall become otherwise ineligible to receive ASPP payments, this Agreement shall automatically terminate unless otherwise agreed upon by the parties.

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

The cost for this FY is: n/a

The cost for future FY is: $TBD

Are the funds budgeted?

There is no budgetary impact until payments are received by LFUCG.

File Number: 0410-25
Director/Commissioner: Wesley Holbrook/Erin Hensley

PUBLIC CONSULTING GROUP

Solutions that Matter

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Lexington-Fayette Urban County Government ("CLIENT") and Public Consulting Group LLC ("PCG") as of April 1, 2025 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure "supplemental payments", and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the "Contracted Services"). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**. The Agreement will be effective from the Effective Date through **December 31, 2027**, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless as provided herein or otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.

b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information. Should a change in law prohibit the services provided by PCG under this Agreement as described in Exhibit A, or CLIENT shall become otherwise ineligible to receive ASPP payments, this Agreement shall automatically terminate unless otherwise agreed upon by the parties.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:
Garrett Abrahamson
Associate Manager
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
207-573-2664
gabrahamson@pcgus.com

For CLIENT:
Wesley Holbrook
Director, Division of Revenue
LFUGC
200 E Main Street #206
Lexington, KY 40507
859-280-8327
wholbrook@lexingtonky.gov

6. **Relationship of the Parties**

a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records for the period required by law in an orderly manner.

8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. Subcontracts. PCG may not subcontract more than fifty percent (50%) of the work under this Agreement to one or more of its affiliate companies.

11. Proprietary or Confidential Information. For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.

a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party; or (iv) is subject to the Kentucky Open Records Act and no exemption is available to prevent release by Receiving Party.

c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records.

h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.

j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
ii. Consult with the Disclosing Party on the appropriate response to the request;
iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

l. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

m. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.

n. Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

o. This Agreement and its terms shall be treated as Proprietary and Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying

the accuracy or completeness of any information received by CLIENT. Notwithstanding the foregoing, PCG is responsible for accurate completion of all documentation contemplated in Exhibit A. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered, unless said penalty is the result of, in whole or in part, the actions of PCG.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

    Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Kentucky, without regard to choice of

law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the Commonwealth of Kentucky shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

b. PCG shall indemnify, defend and hold harmless CLIENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by PCG'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 PCG or its officials, employees, or agents; and (b) not caused solely by willful misconduct of CLIENT. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

e. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Lexington-Fayette Urban County Government		**Public Consulting Group LLC**	
BY:	_____	BY:	Marc Staubley
NAME:	_____	NAME:	Marc Staubley
TITLE:	_____	TITLE:	Practice Area Director, Health
DATE:	_____	DATE:	March 25, 2025

ATTACHMENT A
CONTRACTED SERVICES
Ambulance Supplemental Payment Program (ASPP) Services

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following services for **two (2)** state fiscal year cost reporting cycles, with the expected timing, subject to change:

1. FY24 (7/1/23 to 6/30/24) cost report completed for Year 1 eligibility throughout FY26 (1/1/26 to 12/31/2026)
2. FY25 (7/1/24 to 6/30/25) cost report completed for Year 2 eligibility throughout FY27 (1/1/27 to 12/31/2027)

PCG will work with CLIENT to analyze and report costs that will help CLIENT realize funds related to an Ambulance Services Supplemental Payment Program (ASPP) as administered by the Kentucky Department for Medicaid Services (DMS).

PCG's services are conditioned on the facts that:

- CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- CLIENT provides PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

PCG's services will include:

- PCG will support CLIENT to design and implement the ASPP. Kentucky's ASPP provides supplemental payments for allowable costs that are more than other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- PCG shall support the design and development of a Medicaid ASPP, including the Medicaid Preprint form, cost report form, cost report instructions, and public notice.

- PCG will provide documentation needed by the DMS to facilitate the establishment of the ASPP.
- PCG will support CLIENT and the DMS to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to DMS within the time frame prescribed by DMS.
- PCG shall have knowledge of the applicable data and cost reporting principles specified in Kentucky and federal statutes.
- PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- PCG will draft a program plan and supplemental payment strategy to best align with the needs of CLIENT.
- PCG will work with CLIENT and other stakeholder providers to engage the Commonwealth of Kentucky.
- PCG will facilitate ongoing discussions with the Commonwealth of Kentucky through program design, approval, and implementation process.
- PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- PCG will assist CLIENT in negotiations with MCOs through intergovernmental transfer (IGT) agreement development.
- PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.

- If the completed cost report is rejected by DMS, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
- If, because of an audit by any governmental or regulatory agency, including but not limited to DMS, a refund is required by CLIENT, PCG agrees to pay no more than required pursuant to Section 20 of the Agreement.

ATTACHMENT B
COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG, per cost reporting period, 10% of the federal share portion of reimbursements received by CLIENT under the KY ASPP program for each reporting period.

4916-7196-9323, v. 1

RESOLUTION NO. _____ – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT AND ANY RELATED DOCUMENTS WITH PUBLIC CONSULTING GROUP LLC TO ASSIST IN LEXINGTON-FAYETTE COUNTY'S PARTICIPATION OF KENTUCKY'S AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM ("ASP PROGRAM"), FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED TEN PERCENT (10%) OF THE FEDERAL SHARE PORTION OF REIMBURSEMENTS RECEIVED BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT UNDER THE KENTUCKY ASP PROGRAM.

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 a multi-year Agreement, which is attached hereto and incorporated herein by reference, and any related documents, with Public Consulting Group LLC, to assist in Lexington-Fayette County's participation in Kentucky's Ambulance Supplemental Payment Program ("ASP Program"), for the Division of Revenue, at a cost not to exceed ten percent (10%) of the federal share portion of reimbursements received by Lexington-Fayette Urban County Government under the Kentucky ASP Program.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0410-25:EPT_4917-3673-7599, v. 1

RESOLUTION NO. 216 – 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MULTI-YEAR AGREEMENT AND ANY RELATED DOCUMENTS WITH PUBLIC CONSULTING GROUP LLC TO ASSIST IN LEXINGTON-FAYETTE COUNTY'S PARTICIPATION OF KENTUCKY'S AMBULANCE SUPPLEMENTAL PAYMENT PROGRAM ("ASP PROGRAM"), FOR THE DIVISION OF REVENUE, AT A COST NOT TO EXCEED TEN PERCENT (10%) OF THE FEDERAL SHARE PORTION OF REIMBURSEMENTS RECEIVED BY LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT UNDER THE KENTUCKY ASP PROGRAM.

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 a multi-year Agreement, which is attached hereto and incorporated herein by reference, and any related documents, with Public Consulting Group LLC, to assist in Lexington-Fayette County's participation in Kentucky's Ambulance Supplemental Payment Program ("ASP Program"), for the Division of Revenue, at a cost not to exceed ten percent (10%) of the federal share portion of reimbursements received by Lexington-Fayette Urban County Government under the Kentucky ASP Program.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0410-25:EPT_4917-3673-7599, v. 1

PUBLIC CONSULTING GROUP

Solutions that Matter

PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between Lexington-Fayette Urban County Government ("CLIENT") and Public Consulting Group LLC ("PCG") as of April 1, 2025 ("Effective Date").

WHEREAS, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

WHEREAS, PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure "supplemental payments", and

WHEREAS, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the "Contracted Services"). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**. The Agreement will be effective from the Effective Date through **December 31, 2027**, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless as provided herein or otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

PUBLIC CONSULTING GROUP

Solutions that Matter

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

   a. CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.

   b. Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information. Should a change in law prohibit the services provided by PCG under this Agreement as described in Exhibit A, or CLIENT shall become otherwise ineligible to receive ASPP payments, this Agreement shall automatically terminate unless otherwise agreed upon by the parties.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

For PCG:
Garrett Abrahamson
Associate Manager
Public Consulting Group LLC
148 State Street, 10th Floor
Boston, MA 02109
207-573-2664
gabrahamson@pcgus.com

For CLIENT:
Wesley Holbrook
Director, Division of Revenue
LFUGC
200 E Main Street #206
Lexington, KY 40507
859-280-8327
wholbrook@lexingtonky.gov

6. **Relationship of the Parties**

a. The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

b. PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

c. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

d. PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

e. At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

7. **Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records for the period required by law in an orderly manner.

8. **Insurance.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

9. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

10. **Subcontracts.** PCG may not subcontract more than fifty percent (50%) of the work under this Agreement to one or more of its affiliate companies.

11. **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party. The parties acknowledge that the following is subject and subservient to any applicable public records law.

    a. "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

    b. Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party; or (iv) is subject to the Kentucky Open Records Act and no exemption is available to prevent release by Receiving Party.

    c. The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

d. The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

e. The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

f. All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

g. If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records.

h. Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

i. The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.

j. The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

k. If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;
ii. Consult with the Disclosing Party on the appropriate response to the request;
iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and
iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

l. Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

m. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.

n. Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

o. This Agreement and its terms shall be treated as Proprietary and Confidential Information.

12. As-Is Information and Data

The parties agree and acknowledge that PCG will receive all information and data from CLIENT on an as-is basis. PCG is not responsible for errors or omissions in any data that it receives from CLIENT. PCG is not responsible for reviewing, evaluating, or verifying

the accuracy or completeness of any information received by CLIENT. Notwithstanding the foregoing, PCG is responsible for accurate completion of all documentation contemplated in Exhibit A. PCG is not liable for any reimbursement, refund, or contribution should CLIENT be subject to penalties in connection with the services rendered, unless said penalty is the result of, in whole or in part, the actions of PCG.

13. **Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

Notwithstanding anything to the contrary, PCG will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to PCG's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any PCG intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CLIENT's property or works made for hire.

14. **Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

15. **Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

16. **Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

17. **Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

18. **Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

19. **Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the Commonwealth of Kentucky, without regard to choice of

law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the Commonwealth of Kentucky shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

20. Miscellaneous

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

b. PCG shall indemnify, defend and hold harmless CLIENT and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by PCG'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 PCG or its officials, employees, or agents; and (b) not caused solely by willful misconduct of CLIENT. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

c. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

d. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

e. Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

f. Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Lexington-Fayette Urban County Government		**Public Consulting Group LLC**	
BY:	Linda Gorton	BY:	Marc Staubley
NAME:	Linda Gorton	NAME:	Marc Staubley
TITLE:	Mayor	TITLE:	Practice Area Director, Health
DATE:	7/21/2025	DATE:	March 25, 2025

ATTACHMENT A
CONTRACTED SERVICES
Ambulance Supplemental Payment Program (ASPP) Services

Pursuant to the terms and conditions of this Agreement, PCG shall provide the following services for **two (2)** state fiscal year cost reporting cycles, with the expected timing, subject to change:

1. FY24 (7/1/23 to 6/30/24) cost report completed for Year 1 eligibility throughout FY26 (1/1/26 to 12/31/2026)
2. FY25 (7/1/24 to 6/30/25) cost report completed for Year 2 eligibility throughout FY27 (1/1/27 to 12/31/2027)

PCG will work with CLIENT to analyze and report costs that will help CLIENT realize funds related to an Ambulance Services Supplemental Payment Program (ASPP) as administered by the Kentucky Department for Medicaid Services (DMS).

PCG's services are conditioned on the facts that:

- CLIENT provides ambulance and medical services some of which will qualify for the ASPP Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.
- CLIENT provides emergency medical transports to Medicaid patients each year and PCG shall complete the required paperwork for CLIENT to participate in the ASPP.
- CLIENT provides PCG with all the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

PCG's services will include:

- PCG will support CLIENT to design and implement the ASPP. Kentucky's ASPP provides supplemental payments for allowable costs that are more than other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.
- PCG shall support the design and development of a Medicaid ASPP, including the Medicaid Preprint form, cost report form, cost report instructions, and public notice.

- PCG will provide documentation needed by the DMS to facilitate the establishment of the ASPP.
- PCG will support CLIENT and the DMS to obtain approval of the ASPP, including preparing responses to requests for additional information or briefing other constituents, such as governing boards or state legislators.
- PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to DMS within the time frame prescribed by DMS.
- PCG shall have knowledge of the applicable data and cost reporting principles specified in Kentucky and federal statutes.
- PCG will conduct stakeholder meetings to educate CLIENT on the existing Medicaid Supplemental Payment opportunity.
- PCG will draft a program plan and supplemental payment strategy to best align with the needs of CLIENT.
- PCG will work with CLIENT and other stakeholder providers to engage the Commonwealth of Kentucky.
- PCG will facilitate ongoing discussions with the Commonwealth of Kentucky through program design, approval, and implementation process.
- PCG will assist CLIENT in negotiations with CMS through the ASPP program approval process.
- PCG will assist CLIENT in negotiations with MCOs through intergovernmental transfer (IGT) agreement development.
- PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.
- PCG will provide CLIENT and other stakeholder providers with ASPP participation training, as well as online system development and Ambulance Cost Reporting Portal (ASCR) training.
- PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with HIPAA.

- If the completed cost report is rejected by DMS, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.
- PCG shall keep CLIENT informed of all updates relating to the ASPP program and estimate the impact of future changes in Medicaid reimbursement.
- PCG shall support CLIENT in establishing the legal and operational ground to participate in the ASPP program.
- PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.
- PCG shall monitor claims and cash flows of ASPP program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.
- If, because of an audit by any governmental or regulatory agency, including but not limited to DMS, a refund is required by CLIENT, PCG agrees to pay no more than required pursuant to Section 20 of the Agreement.

ATTACHMENT B
COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG, per cost reporting period, 10% of the federal share portion of reimbursements received by CLIENT under the KY ASPP program for each reporting period.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0413-25

File ID:	0413-25	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	209-2015	**In Control:**	Urban County Council
				File Created:	04/21/2025
File Name:	Request Council authorization to execute Contract Modification No. 4 in the amount of $23,000 with Palmer Engineering for design revisions on Town Branch Trail Phase 5 project for Division of Waste Management and Republic Services to retain access to the			**Final Action:**	05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Agreement with Palmer Engineering, for the Town Branch Trail Phase 5 Project, increasing the Contract price by the sum of $23,000, from $786,002 to $809,002. [Div. of Engineering, Burton]

Notes: SAF in the CCO. REturned to CElia via scans 6/3/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	25- Blue Sheet Memo Town Branch Trail 5 CM No. 4, Town Branch Trail Phase 5 - Contract Modification No. 4, Town Branch Trail Phases Overview, 413-25 palmer eng 4931-8931-0778 v.1.docx, R-217-2025	**Enactment Number:**	R-217-2025
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	04/29/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
2	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
2	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0413-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 4 to the Agreement with Palmer Engineering, for the Town Branch Trail

Phase 5 Project, increasing the Contract price by the sum of $23,000, from $786,002 to $809,002. [Div. of Engineering, Burton]

Summary

Authorization to execute Contract Modification No. 4 with Palmer Engineering for design revisions on Town Branch Trail Phase 5 project for Division of Waste Management and Republic Services to retain access to the transfer station alternative entrance, and to tie-in a storm sewer from the separate Town Branch Trail Crossing project designed by others. Increasing the Contract amount by $23,000 from $786,002 to $809,002. Funds are Budgeted. (L0413-25)(Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Mike Sanner, 4/18/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3225-90313

This Fiscal Year Impact: $23,000.00

Annual Impact: $0

Project: TOWNBRNC_2015

Activity: VI_DES_A

Budget Reference: 2015

Current Balance: $60,450.06

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: **APRIL 18, 2025**

SUBJECT: **Contract Modification No. 4**
Contract No. 209-2015 – Town Branch Trail Phase 5

Request: Council authorization to execute Contract Modification No. 4 in the amount of $23,000 with Palmer Engineering for design revisions on Town Branch Trail Phase 5 project for Division of Waste Management and Republic Services to retain access to the transfer station alternative entrance, and to tie-in a storm sewer from the separate Town Branch Trail Crossing project designed by others. The new contract price will be $809,002.

Purpose of Request: Division of Engineering needs this additional action to make necessary design revisions for the final plans for Town Branch Trail Phase 5.

What is the cost in this budget year and future budget years? The cost for FY 2025 is $23,000.00. No costs are anticipated in future budget years.

Are the funds budgeted? Yes, the funds are budgeted in 3160-303202-3225-90313 TOWNBRNC_2015 VI_DES_A 2015

File Number: 0413-25

Director/Commissioner: Burton/Albright

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT MODIFICATION

April 10, 2025

Project: Town Branch Trail Phase 5

Location: Old Frankfort Pike

To (Contractor): Palmer Engineering
400 Shoppers Dr.
Winchester, KY 40392

Contract No: 209-2015

Contract Modification No: 4

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	Trail design revisions	LS	1	23000	$ -	$ 23,000.00
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -
						$ -	$ -

Total decrease	$ -	
Total increase		$ 23,000.00
Net (increase/decrease) in contract price		$ 23,000.00

Current Contract Amount = $786,002.00

New Contract Amount = $809,002.00

Recommended by _____ (Proj. Engr.) Date 4/10/25

Accepted by _____ (Contractor) Date 4/11/25

Approved by _____ (Urban Co. Engr.) Date 4/11/25

Approved by _____ (Commissioner) Date 4/15/25

Approved by _____ (Mayor or CAO) Date _____

732

CONTRACT HISTORY FORM

CM No. 4

Project Name: **Town Branch Trail Phase 5**

Contractor: **Palmer Engineering**

Contract Number and Date: **209-2015** **July 7, 2015**

Responsible LFUCG Division: **Engineering**

CONTRACT AND MODIFICATION DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: **NA**	$	**666,502.00**	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$	**666,502.00**	
D. Amended Contract Amount:	$	**666,502.00**	
E. Cumulative Amount of All Previous Change Orders:	$	**119,500.00**	**17.9%** *(Line E / Line D)*
F. Amount of This Change Order:	$	**23,000.00**	**3.5%** *(Line F / Line D)*
G. Total Contract Amount:	$	**809,002.00**	

SIGNATURES

Project Manager: _____ Date: 4/10/25

Reviewed by: _____ Date: 04/10/25

Division Director: _____ Date: 4/11/25

JUSTIFICATION FOR CHANGE	PROJECT: Town Branch Trail Phase 5
	CONTRACT NO. 209-2015
	CONTRACT MODIFICATION NO.: 4

1. Necessity for change: Revise plans for transfer station entrance to remain open, and tie storm sewer into Town Branch Trail Crossing project proposed storm sewer.

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

Palmer ENGINEERING

Town Branch Phase 5 Contract Modification #4

Please find attached a price proposal for Contract Modification No. 4 for Town Branch Trail Phase 4 & 5 design services.

The adjustment to the trail along Old Frankfort Pike (Sta 450+00 to 457+00) to minimize impacts to the waterline that is in located in a private easement and to provide access to the existing transfer station at Sta 455+00. The access point was originally planned to be closed. The modifications required the plan, profile, cross section and drainage modifications. There was also an adjustment to the drainage along the frontage road (Sta 464+00 to 470+00) coordinate with EA Partners plan development.

Trail Design Changes	**$23,000**
Total Contract Modification	**$23,000**

Sincerely,

Stephen Sewell, PE, PTOE
President

Suite 210 ■ 1040 Monarch Street ■ Lexington, KY 40513
Phone: (859) 389-9293 ■ Fax: (859) 744-1266 ■ E-mail: peclex@palmernet.com ■ Web Site: www.palmernet.com

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Town Branch Phase 4 & 5	CONSULTANT	PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY	
		PREPARED BY	sds
ITEM NO.		DATE	

SURVEY

No.	ITEM	CREW	UNIT		HRS/UNIT	
	RECONNAISSANCE					
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
	CONTROL					
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre			0
21	Process data	1	Mile			0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel			0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
	SURVEY TOTAL					**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Town Branch Phase 4 & 5	CONSULTANT	PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY	
		PREPARED BY	sds
ITEM NO.		DATE	

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	HRS/UNIT	
30	Computer setup	LS		0
31	Prepare existing manuscripts	Mile		0
32	Establish approximate property lines and ownership	Parcel		0
33	Study and develop typical sections	No.		0
34	Study and develop horizontal alignments	Mile		0
35	Study and develop vertical alignments	Mile		0
36	Create and evaluate proposed roadway models	Mile		0
37	Design entrances/Tie-ins	No.		0
38	Pre-size pipes (all alternates)	No.		0
39	Pre-size culverts (all alternates)	No.		0
40	Pre-size bridges (all alternates)	No.		0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int		0
42	Study and development of interchange	No.		0
43	Study and development of intersection	No.		0
44	Study and develop maintenance of traffic plan	LS		0
45	Plot/print copies of plans for team meeting and inspections	LS		0
46	Calculate preliminary quantities and develop cost estimates	Alt.		0
47	Revise plans and estimates	LS		0
48	Preliminary Right of Way with taking areas	Parcel		0
49	Prepare Design Executive Summary	LS		0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS		
	PRELIMINARY LINE & GRADE MISCELLANEOUS			
51	Study 2 Roadway & Trail Alignment Conceptual Alternatives	LS		0
52	Review Existing Environmental and Cultural Assessments	LS		0
53	Develop Up to 3 Character Sketches/Plans for Landscape Features: Bridges, Pathways, Guardrails, Site Furnishings, Entry Signs, Landscape Plantings, Stormwater BMPs, Trailhead/Gathering Area(s) & Fencing	LS		0
54	Review existing planning documents & design standards	LS		0
55	Access Combination to Jimmy Campbell Lane (with others)	LS		0
	PRELIMINARY LINE AND GRADE TOTAL			0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Town Branch Phase 4 & 5	CONSULTANT	PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY	
		PREPARED BY	sds
ITEM NO.		DATE	

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	2	No.	1	4	8
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
ATION MISCELLANEOUS						
59						
COORDINATION TOTAL						8

RIGHT OF WAY PLANS

No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel			0
61	Establish property and ownership		Parcel			0
62	Calculate Right of Way		Parcel			0
63	Prepare legal descriptions		Parcel			0
64	Complete Right of Way summary sheet		Parcel			0
65	Generate Right of Way strip map (scale 1" = 300')		Sheet			0
66	Prepare Right of Way Plans Submittal		LS			0
67	Right of Way revisions after Right of Way submittal		LS			0
	R/W PLANS MISCELLANEOUS					
68	Deed Research for Existing Alignments		LS			0
69	Deed Research for Existing Parcels		Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer		Parcel			0
71						0
72						0
73						0
	RIGHT OF WAY PLANS TOTAL					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Town Branch Phase 4 & 5	CONSULTANT	PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY	
		PREPARED BY	sds
ITEM NO.		DATE	

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile			0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.			0
85	Develop final roadway model	Mile	0.3	80	24
86	Develop proposed design	Mile	0.3	60	18
87	Generate plan sheets (scale 1" =20')	Sheet	1	8	8
88	Generate profile sheets (scale 1" = 20')	Sheet	1	8	8
89	Detail cross sections (scale 1" =5')	No.	30	0.5	15
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	2	2	4
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.			0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan (scale 1"=100')	Mile			0
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113	CLOMR/LOMAR Coordination	LS			0
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE		
ROUTE	Town Branch Phase 4 & 5	CONSULTANT		PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY		
		PREPARED BY		sds
ITEM NO.		DATE		

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile			0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile			0
123	Calculate final quantities	Mile	0.3	30	9
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS			0
126	Complete drainage summary	LS	1	4	4
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS			0
129	Plot/print copies of plans	LS			0
130	Plan revisions	Mile			0
131	Prepare final construction plans submittal	LS			0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS			0
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	LPA Documents	LS			0
139	Refine Preferred Trail Alignments	LS			0
140	Viewshed Analysis	LS			0
141	Refine Plans, Materials, and Details for Landscape Features for Public Meeting and Costing Estimating Purposes: Bridges, Pathways, Guardrails, Site Furnishings, Entry Signs, Landscape Plantings, Stormwater BMPs, Trailhead/Gathering Area(s) & Fencing	LS			0
142	Signing/Wayfinding alternative development and specs	LS			0
143	Construction Bidding	LS			0
144	Shop Drawing Review	LS			0
145	Consultation/Remediation during Construction	LS			0
	FINAL PLANS TOTAL				**94**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE		
ROUTE	Town Branch Phase 4 & 5	CONSULTANT		PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY		
		PREPARED BY		sds
ITEM NO.		DATE		

MEETINGS

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
150	Prelim. line and grade inspection	4	No.			0
151	Drainage inspection	2	No.			0
152	Final inspection	4	No.			0
153	Misc. project coordination meetings	2	No.			0
154	Project team meetings	2	No.	3	2	12
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
	MEETINGS TOTAL					12

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting	4	No.			0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings	4	No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						0
	PUBLIC INVOLVEMENT TOTAL					0

QA/QC

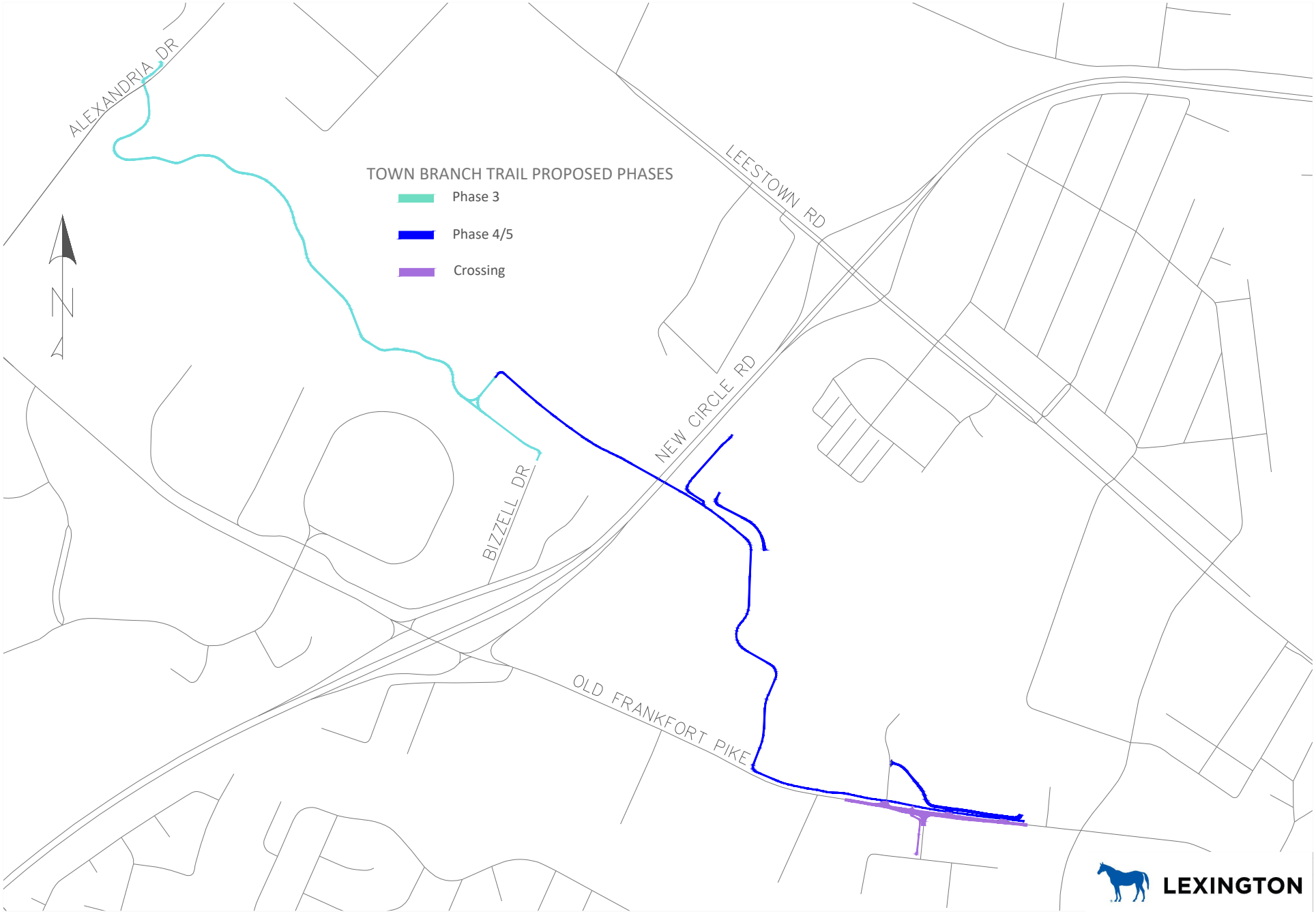
No.	ITEM		UNIT		HRS/UNIT	
180	Plan review		sheet			0
181	Structure review		sheet			0
	QA/QC TOTAL					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Town Branch Phase 4 & 5	CONSULTANT	PALMER
DESC	SHARED USE PATH GRADE MODIFICATION	REVIEWED BY	
		PREPARED BY	sds
ITEM NO.		DATE	

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	0
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	8
RIGHT OF WAY PLANS	0
FINAL PLANS	94
MEETINGS TOTAL	12
PUBLIC INVOLVEMENT TOTAL	0
QA/QC TOTAL	0
GRAND TOTAL	114


TOWN BRANCH TRAIL PROPOSED PHASES
Phase 3
Phase 4/5
Crossing
N
ALEXANDRIA DR
LEESTOWN RD
NEW CIRCLE RD
BIZZELL DR
OLD FRANKFORT PIKE
LEXINGTON

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 4 TO THE AGREEMENT WITH PALMER ENGINEERING, FOR THE TOWN BRANCH TRAIL PHASE 5 PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $23,000.00, FROM $786,002.00 TO $809,002.00.

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. 4, which is attached hereto and incorporated herein by reference, to the Agreement with Palmer Engineering, for the Town Branch Trail Phase 5 Project, increasing the contract price by the sum of $23,000.00, from $786,002.00 to $809,002.00.

Section 2 – That an amount, not to exceed the sum of $23,000.00, be and hereby is approved for payment to Palmer Engineering, from account #3160-303202-90313.

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
413-25:MRS:4931-8931-0778, v. 1

RESOLUTION NO. 217 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 4 TO THE AGREEMENT WITH PALMER ENGINEERING, FOR THE TOWN BRANCH TRAIL PHASE 5 PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $23,000.00, FROM $786,002.00 TO $809,002.00.

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. 4, which is attached hereto and incorporated herein by reference, to the Agreement with Palmer Engineering, for the Town Branch Trail Phase 5 Project, increasing the contract price by the sum of $23,000.00, from $786,002.00 to $809,002.00.

Section 2 – That an amount, not to exceed the sum of $23,000.00, be and hereby is approved for payment to Palmer Engineering, from account #3160-303202-90313.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

413-25:MRS:4931-8931-0778, v. 1