

Lexington-Fayette Urban County Government

*200 E. Main St
Lexington, KY 40507*



Docket

Tuesday, January 23, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda**II. Requested Rezoning/ Docket Approval****III. Approval of Summary****0088-24**

Table of Motions: Council Work Session, January 16, 2024

Attachments: [TOM 01.16.24](#)**IV. Budget Amendments****V. Budget Adjustments - For Information Only****VI. New Business****VII. Continuing Business/ Presentations****0089-24**Summary: Social Services and Public Safety Committee,
November 14, 2023Attachments: [11-14-23 SSPS Summary and Motions \(Autosaved\)](#)**0090-24**Summary: Special Social Services and Public Safety Committee,
November 14, 2023Attachments: [11-14-23 SPECIAL SSPS Summary and Motions](#)**VIII. Council Reports****IX. Mayor's Report****X. Mayor's Report - Price Contract Bid Recommendations****XI. Public Comment - Issues Not on Agenda****XII. Adjournment**

Administrative Synopsis - New Business Items

- a **0011-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed \$5,800. [Div. of Aging and Disability Services, Stambaugh]
- Attachments:** [0011-24 Bluesheet Memo - Hyatt Agreement Sr Intern Luncheon](#)
[Hyatt Catering Contract for Senior Intern Alumni Lunch](#)
[0011-24 RESO - Hyatt Catering for Senior Intern Alumni Luncheon 4877-6964](#)
[R-032-2024](#)
[Contract #031-2024](#)
- b **0044-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bluegrass Greensource, Inc., for a Stormwater Quality Project, at a cost not to exceed \$40,000. [Div. of Water Quality, Martin]
- Attachments:** [Blue Sheet](#)
[FY 2024 Bluegrass Greensource Class B Edu - Council Map full](#)
[FY24 Class BE BGGGS GAA with Attachments A Grantee signed](#)
[0044-24- Bluegrass Greensource WQ Grant 4864-1095-0814 v.1.docx](#)
[R-033-2024](#)
[Contract #018-2024](#)
- c **0046-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Beaumont Residential Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$6,000. [Div. of Water Quality, Martin]
- Attachments:** [Blue Sheet](#)
[FY24 Class A BRA, Inc. GAA with Attachments A Grantee signed](#)
[FY2024 Beaumont RA - Council Map](#)
[0046-24- Beaumont Residential WQ Grant 4869-2449-0654 v.1.docx](#)
[R-034-2024](#)
[Contract #019-2024](#)
- d **0049-24** A Resolution authorizing the Div. of Fire and Emergency Services to purchase cardiac monitors, upgrades and batteries from ZOLL, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ZOLL, related to the procurement, at a cost not to exceed

\$176,990.50. [Div. of Fire and Emergency Services, Wells]

Attachments: [ZOLL Blue Sheet Memo -2024](#)
[ZOLL supporting documents 2024](#)
[ZOLL Sole Source Justification 2024](#)
[49-24 4878-6825-0782 v.1.docx](#)
[R-035-2024](#)

- e **0051-24** An Ordinance amending Sections 2-519 and 2-526 of the Code of Ordinances, changing the name of the Racial Justice and Equality Commission to "Racial Justice and Equity Commission." [Mayor's Office, Brown]

Attachments: [Amendment to RJEC Ordinance \(draft 11-9-23\)](#)
[Racial Justice and Equity Commission blue sheet](#)
[0051-24 \(RJEC Commission Name Change\) 4892-4421-6727 v.2.doc](#)
[O-016-2024](#)

- f **0064-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement of Affiliation with Bluegrass Crime Stoppers, Inc., for funding of a \$1.00 fee added to court costs, at no cost to the government. [Div. of Police, Weathers]

Attachments: [Cover Memo - Bluegrass Crime Stoppers, Inc. - Agreement of Affiliation](#)
[Bluegrass Crime Stoppers - Agreement of Affiliation](#)
[Res #019-2022](#)
[64-24 4865-7620-8286 v.1.doc](#)
[R-036-2024](#)
[Contract #017-2024](#)

- g **0065-24** A Resolution authorizing and directing the Div. of Traffic Engineering to install four (4) speed tables on Ky. Ave. between East Main Street and East High Street per guidelines in the Neighborhood Traffic Management Program, once the neighborhood matches are received, at a cost not to exceed \$20,000. [Div. of Traffic Engineering, Neal]

Attachments: [Blue Sheet Memo Kentucky Avenue Speed Tables.pdf](#)
[Kentucky Ave Blue Sheet Memo.pdf](#)
[0065-24 4889-5374-7614 v.1.doc](#)
[R-037-2024](#)

- h **0066-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the Agreement with the Ky. Office of Homeland Security, under the FY 2022 State Homeland Security Grant Program, to extend the period

of performance through July 31, 2025, and further authorizing the Mayor to execute any other necessary amendments related to that Agreement. [Div. of Fire and Emergency Services, Wells]

Attachments: [24 - Blue Sheet Fire STHO Extension](#)
[Draft SC 094 2300001243 2 PO CNTRCT FORM Legal- Unsigned](#)
[0066-24 \(Grant Modification \(fire\) 4864-7681-7055 v.1.docx](#)
[R-038-2024](#)
[Contract #021-2024](#)

- i **0067-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$22,308.12 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses for the Extended School Program in the Div. of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Attachments: [24 - Blue Sheet Memo ESP Additional ARPA 2024](#)
[BA 12768](#)
[KICCS Check Garrett Morgan #1 GA 25174930](#)
[KICCS Check Stonewall #1 GA 25174931](#)
[KICCS Check Yates #1 GA 25174932](#)
[L356179 - ESP at Stonewall Agreement](#)
[L383556 - ESP at Garrett Morgan Agreement](#)
[L383862 - ESP at Yates Agreement](#)
[Resolution 627-2023](#)
[0067-24 Acceptance of Additional ARPA funds for ESP 4876-8311-0558 v.1.c](#)
[R-039-2024](#)

- j **0071-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to the Rotary Club of Lexington, Ky., Inc., for a Stormwater Quality Project, at a cost not to exceed \$3,000. [Div. of Water Quality, Martin]

Attachments: [BlueSheet](#)
[FY2024 Rotary of Lex - Council Map](#)
[FY 2024 Rotary Club of Lexington, Kentucky, Inc. Grantee signed](#)
[0071-24- WQ Incentive Grant with Rotary Club 4883-9881-3599 v.1.docx](#)
[R-040-2024](#)
[Contract #020-2024](#)

- k** **0072-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$104,028 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Attachments: [24-Bluesheet Memo FCC ARP Add'l Funds](#)

[BA 12769](#)

[BA 12770 payroll recovery](#)

[Child Care Program Agreement - Fully Executed](#)

[KICCS Check #1 GA 25174933](#)

[Resolution 626-2023](#)

[0072-24 Acceptance of Additional ARPA funds for Family Care Center 4890-7](#)

[R-041-2024](#)

- I** **0073-24** A Resolution authorizing the Div. of Police to purchase magnet forensics software from Grayshift LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Grayshift LLC, related to the procurement, at a cost not to exceed \$50,595. [Div. of Police, Weathers]

Attachments: [Cover Memo - Magnet Forensics \(Grayshift\)](#)

[Magnet Forensics \(Grayshift\) Quote](#)

[Sole Source Certification - Magnet Forensics \(Grayshift\)](#)

[73-24 4890-2122-4350 v.1.docx](#)

[R-042-2024](#)

[Contract #016-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0088-24

File ID: 0088-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/18/2024

File Name: Table of Motions: Council Work Session, January 16,
2024

Final Action: 01/23/2024

Title: Table of Motions: Council Work Session, January 16, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 01.16.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Approved				Pass

Text of Legislative File 0088-24

Title

Table of Motions: Council Work Session, January 16, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
January 16, 2024**

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

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

Motion by Ellinger to approve the Thursday, January 18, 2024 Council Meeting Docket. Seconded by Reynolds. Motion passed without dissent (as amended).

Motion by Plomin to place on the January 18, 2024 Council Meeting docket, item 1, an Ordinance changing the zone from a Highway Service Business (B-3) zone and Single Family Residential (R-1B) zone to a Medium Density Residential (R-4) zone, for 5.24 net (7.71 gross) acres for properties located at 2200 Old Paris Road and 2324 Paris Pike with a public hearing to be heard on February 13th at 5pm. Seconded by Gray. Motion passed 13 – 2 (Yes: Ellinger, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin; No: Wu and J. Brown).

Motion by Plomin to place on the January 18, 2024 Council Meeting docket, without a public hearing, item 4, an Ordinance changing the zone from an Agricultural Urban (A-U) Zone to Planned Neighborhood Residential (R-3) Zone, for 13.075 net (15.479 gross) acres, for property located at 5447 Tates Creek Rd. Seconded by F. Brown. Motion passed without dissent.

Motion by Sevigny to place on the January 18, 2024 Council Meeting docket, without a public hearing, item 2, an Ordinance changing the zone from a Professional Office (P-1) Zone to Neighborhood Business (B-1) Zone, for .6130 net (1.04 gross) acres, for property located at 1617 Clays Mill Rd. Seconded by Wu. Motion passed without dissent.

Motion by LeGris to place on the January 18, 2024 Council Meeting docket, without a public hearing, item 5, an Ordinance changing the zone from a Medium Density Residential (R-4) Zone to a Downtown Frame Business (B-2a) Zone, for 2.143 net (2.633 gross) acres, for property located at 201, 207, 209, 211, 215, 221, 225, 227, 231 and 235 East Maxwell St. and 245, 247 and 251 Stone Ave. Seconded by Baxter. Motion passed 9-5 (Yes: Wu, J. Brown, Lynch, LeGris, Monarrez, Sheehan, F. Brown, Baxter, and Sevigny; No: Ellinger, Fogle, Gray, Reynolds, and Plomin; Worley recused).

Motion by Lynch to place on the January 18, 2024 Council Meeting docket, without a public hearing, item 3, an Ordinance changing the zone from a Mixed Low Density Residential (R-2) Zone to a Neighborhood Business (B-1) Zone, for 0.15 net (0.17 gross) acres, for property located at 760 and 762 Florence Avenue. Seconded by J. Brown. Motion passed without dissent.

Motion by Worley to remove item 6 and refer to the General Government and Planning Committee, an Ordinance amending the Lexington-Fayette County Zoning Ordinance as follows: amending Articles 1-11; 3-6; 8-11(b), (c), (e), (f), (g), (h), (i), (m), and (o); 8-13(d), (f), (g), (h), (m) and (o); 8-14(d), (g), (h), (i) and (m); 8-16(b), (c), (d), (e), (h), (m), and (o); 8-20(b), (c), (d), (e), (h), (j), (k), and (l); 9-1; 9-2; 9-3; 9-6; 12-3(g); and 17-11(d) and (g); and further amending and creating Articles 8-20(o)(3), 8-25, 9-8, and 12-3(i) of the Zoning Ordinance to modernize the R-2, R-4 and R-5 zones, provide clear delineation between the B-1 and B-3 zones, create a new Corridor Node zone and propose density bonuses for affordable housing.. Seconded by J. Brown. Motion passed without dissent.

III. Approval of Summary

Motion by Baxter to approve the December 5, 2023 Table of Motions Work Session summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

Motion by Wu to approve Budget Amendments. Seconded by Plomin. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Continuing Business/Presentations

Motion by Fogle to approve Council Capital Projects, January 16, 2024. Seconded by Wu. Motion passed without dissent.

Worley provided a summary of the October 17, 2023 General Government & Planning Committee meeting. There were no motions to report from the meeting.

VIII. Council Reports

Motion by Wu to refer *Theme A: equity policies 1 and 2 – continuing education* to General Government & Planning Committee. Seconded by Sheehan. Motion passed without dissent.

Motion by Wu to refer *Office Conversions* to General Government & Planning Committee. Seconded by Reynolds. Motion passed without dissent.

Motion by Wu to refer *Two-way Street Conversions* to General Government & Planning Committee. Seconded by Plomin. Motion passed without dissent.

Motion by Gray to refer the naturalization plan, *Bring Back the Bluegrass* to the General Government & Planning Committee. Seconded by Ellinger. Motion passed without dissent.

IX. Mayor's Report

Motion by Fogle to approve the Mayor's Report. Seconded by Gray. Motion passed without dissent.

X. Mayor's Report – Price Contract Bid Recommendations

Motion by Plomin to approve the Mayor's Report – Price Contract Bid Recommendations. Seconded by Wu. Motion passed without dissent.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Ellinger to adjourn at 5:39 pm. Seconded by Gray. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0089-24

File ID: 0089-24

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/18/2024

File Name: Summary: Social Services and Public Safety
Committee, November 14, 2023

Final Action: 01/23/2024

Title: Summary: Social Services and Public Safety Committee, November 14, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: 11-14-23 SSPS Summary and Motions (Autosaved)

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Received and Filed				

Text of Legislative File 0089-24

Title

Summary: Social Services and Public Safety Committee, November 14, 2023



Social Services and Public Safety Committee

November 14, 2023

Summary and Motions

Chair Reynolds called the meeting to order at 1:02 p.m. Committee Members Ellinger, J. Brown, Fogle, Monarrez, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance. Council Members Lynch and Vice Mayor Wu were also present as non-voting members.

I. Approval of October 10, 2023 Committee Summary

Motion by Ellinger to approve the October 10, 2023 Committee Summary. Seconded by Fogle. Motion passed without dissent.

II. Annual NAMI - Fayette Mental Health Court Update

Connie Milligan, Clinical Director for Fayette County Mental Health Court, stated the Fayette Mental Health Court program has been in operation for 14 years and she discussed some success stories. She spoke about the intersection of mental illness and substance abuse and said 90% of incoming participants struggle with co-occurring disorders. She spoke about the need for continuing care which is helped through PALS (Participation, Alliance, Legacy, and Service). She spoke about the alumni impact which shows lowered recidivism rates, 80% retention of participants, and support from peers and staff. She reviewed the monetary savings for Lexington from July 2021-June 2023 with 15 graduates. This saved the city 21,709 days of incarceration which amounted to cost savings of almost \$2.5 million. Judge Tackett spoke about the court process and mentioned the Supreme Court is taking initiative to help those with mental illness. He spoke about jail not being the best option for people suffering because no therapy is provided. Speaking about the importance of saving money and helping people, Milligan said there was a 51% increase in one year and funding would allow for more staff. When asked about stable housing and if there is a difference this year, Milligan said stable housing is a crisis. There is a need for different types of housing so people can get off the street. Milligan confirmed the success rate is holding and she said peer support and community partners are what makes this work. When asked how long the waiting list is, Milligan said there are about 7 or 8 on the list now so it could be about 8 weeks. Milligan spoke about community partners and extensive relationships with providers of substance abuse treatment. When asked where referrals come from, Tackett mentioned Melissa Moore Murphy and Lindsey Thurston who have the Juvenile Treatment Court and he said they handle juveniles. Speaking about opioid abatement, Gunning said they will be applying for an Opioid Abatement grant. We need funding for trauma because it is the basis for all the issues (mental health, substance use, etc...). No action was taken on this item.

III. Annual LFUCG Affordable Housing Fund, Initiatives and Projects Update

Rick McQuady, Affordable Housing Manager, spoke about the purpose of the Affordable Housing Fund and he highlighted the median income thresholds. He reviewed the housing costs per month and noted it is affordable when you only spend 30% of income on housing expenses. He pointed out the rent must be affordable for people to live there. He spoke about the evaluation criteria for this program, and he reviewed the annual compliance objectives. He explained the fund activity which includes an allocation of \$28,622,233 which allows for \$9,579 allocated to each of 2,988 units. He spoke about the total number of affordable housing units funded and the maximum allowable incomes. He spoke about the special

needs population accounting for 1,117 funded units. When asked about more permanent affordable housing, McQuady spoke about those who would be providing supportive services. Speaking about the special needs population, McQuady said the profile has not changed much since its inception. The need for accessible housing is critical. When asked about criteria and the location of proposed 35 units, McQuady said it is in the 9th district. Speaking about students not allowed to rent these, McQuady clarified that traditional college students would not be able to rent these units but single parents taking classes would. No action was taken on this item.

IV. Alcohol Sales on Sundays

Dave Sevigny, 10th District Council Member, provided a presentation on alcohol sales on Sundays. He spoke about the history of blue laws which came to America with the first colonists and restricted almost every activity on Sunday. He reviewed the law in Kentucky pertaining to the sale of alcohol on Sundays. He went over the timeline of this issue from 1982 when state law allowed for Sunday sales of distilled spirits and wine through 2017 when Council allowed for the expanded hours of retail package distilled spirits and wine sales when Christmas Eve and New Years Eve fall on Sunday. He explained the proposed change came about from Economic Development and he said this will increase business revenues. He spoke about the fairness this would provide to night shift employees. The solution is to treat all days and hours the same and allow sales to start at 6 am every day. When asked what this will change, Sevigny said the hours would change to 6 am every day, including hours for package liquor store sales. Committee members expressed support for this change, but there was some concern about the change in hours at package liquor stores.

Motion by Sevigny to approve the ordinance as presented today, amending the hours for the sale of alcohol on Sunday (as amended). Seconded by Gray. Motion passed 9-1 (Yes – J. Brown, Ellinger, Fogle, Baxter, Plomin, Monarrez, Gray, Sevigny, Reynolds; No – F. Brown).

A motion by Whitney Elliott Baxter to amend the ordinance to only allow this change for the sale of alcohol at restaurants, not package liquor stores. Seconded by Tayna Fogle. Motion passed 6 – 4 (Yes – J. Brown, Ellinger, Fogle, F. Brown, Baxter, Plomin; No – Monarrez, Gray, Sevigny, Reynolds).

A motion by Sevigny to report this out at work session today, November 14, 2023. Seconded by Gray. Motion passed 9 – 1 (Yes – J. Brown, Ellinger, Fogle, Baxter, Plomin, Monarrez, Gray, Sevigny, Reynolds; No – F. Brown).

V. Items Referred to Committee

No action was taken on this item.

The meeting was adjourned at 2:58 p.m.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0090-24

File ID: 0090-24

Type: Summary

Status: Received and Filed

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/18/2024

File Name: Summary: Special Social Services and Public Safety
Committee, November 14, 2023

Final Action: 01/23/2024

Title: Summary: Special Social Services and Public Safety Committee, November 14, 2023

Notes:

Sponsors:

Enactment Date:

Attachments: 11-14-23 SPECIAL SSPS Summary and Motions

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Received and Filed				

Text of Legislative File 0090-24

Title

Summary: Special Social Services and Public Safety Committee, November 14, 2023



Special Social Services and Public Safety Committee

November 14, 2023

Summary and Motions

Chair Reynolds called the meeting to order at 6:02 p.m. Vice Mayor Wu and Council Members J. Brown, Ellinger, Fogle, Lynch, LeGris, Monarrez, Sheehan, Gray, F. Brown, Baxter, Sevigny, and Plomin were in attendance and all Council Members were recognized as voting members.

I. Review of the Fairness Ordinance

David Barberie, Managing Attorney in the Law Department, provided a brief overview of the Fairness Ordinance. He spoke about changes made to this ordinance to reflect the ban on Source of Income Discrimination.

II. Public Comment on Source of Income Discrimination

Several members of the public, including landlords and tenants, were present to provide input regarding the proposed changes to the fairness ordinance. There were comments made in support of the ordinance such as this ban would help with the housing crisis. There were also comments in opposition to the ordinance including an increase in rents and difficulty navigating the Section 8 program.

III. Committee Chair Comments

Chair Reynolds concluded the meeting by stating the ordinance would be considered at the next Social Services and Public Safety Committee meeting (in January 2024).

The meeting was adjourned at 9:05 p.m.



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0927-23

File ID: 0927-23

Type: Agenda Item

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County
Council Work
Session

File Created: 09/07/2023

File Name: Page Break

Final Action:

Title:

Notes:

Sponsors:

Enactment Date:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 0927-23



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0011-24

File ID: 0011-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 031-2024

In Control: Urban County
Council

File Created: 01/02/2024

File Name: Senior Intern Luncheon--Hyatt Regency Catering
Agreement 2024

Final Action: 02/01/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed \$5,800. [Div. of Aging and Disability Services, Stambaugh]

Notes: In office 1/24/2024. MS

Stamped and filed in the CCO. Returned to Kristie 2/26/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: 0011-24 Bluesheet Memo - Hyatt Agreement Sr
Intern Luncheon, Hyatt Catering Contract for Senior
Intern Alumni Lunch, 0011-24 RESO - Hyatt Catering
for Senior Intern Alumni Luncheon 4877-6964-1375
v.2.docx, R-032-2024, Contract #031-2024

Enactment Number: R-032-2024

Deed #:

Hearing Date:

Drafter: Theresa Maynard

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0011-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon, at a cost not to exceed \$5,800. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization to execute a Catering Contract with the Hyatt Regency Lexington for catering services for space, AV equipment, and catering of the annual Senior Intern Alumni Luncheon on Friday, June 14, 2024, for a cost not to exceed \$5,800. Funds are Budgeted. (L0011-24) (Stambaugh/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Tiffany Holskey 1/10/24

Risk Management: N/A

Fully Budgeted [select]: YES

Account Number:

1103-606102-6063-75102	\$1,600
1101-606102-6063-75101	\$1,000
1101-606102-6063-75102	\$3,200

This Fiscal Year Impact: Not to exceed \$5,800

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:	1103-606102-6063-75102	\$4,293.20
	1101-606102-6063-75101	\$2,910.92
	1101-606102-6063-75102	\$3,200.00



TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: 
Kacy Allen Bryant, Commissioner of Social Services

DATE: January 11, 2024

SUBJECT: Catering Contract with Hyatt Regency Lexington
Senior Intern Alumni Luncheon

Request:

Request Council Authorization for the Mayor to execute a Catering Contract with the Hyatt Regency Lexington for catering services for the annual Senior Intern Alumni Luncheon on Friday, June 14, 2024.

Purpose:

This contract will provide for the space, AV equipment, and catering of the annual Alumni Luncheon for the Senior Intern Program.

Budgetary Implication:

The required minimum for the contract is \$4,000. Total cost not to exceed \$5,800, depending on the number of attendees.

Are the funds budgeted?

Yes. This contract will be paid from the following accounts:

1103-606102-6063-75102	\$1,600
1101-606102-6063-75101	\$1,000
1101-606102-6063-75102	\$3,200

File Number: 0011-24

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant





HYATT REGENCY LEXINGTON
401 W HIGH STREET
LEXINGTON, KY 40507- US
Telephone: (859) 253-1234
Fax: (859) 254-7430

January 4, 2024

CATERING CONTRACT

GROUP NAME: LFUCG – AGING SERVICES
FUNCTION NAME: SENIOR INTERN ALUMNI LUNCH
CONTACT NAME: KRISTY STAMBAUGH
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40502
PHONE NUMBER: (859) 351-7751
EMAIL ADDRESS: kstambau@lexingtonky.gov

Day	Date	Function	Function Room	Time	# of guests	Room Rental
FRIDAY	6/14/24	SENIOR INTERN ALUMNI LUNCH	REGENCY BALLROOM	10:30AM – 2:00PM	150	Waived when food and beverage minimum is met

LFUCG – DEPARTMENT OF SOCIAL SERVICE ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

DEFINITE BOOKING

Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 2/9/24.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$4,000.00 in combined banquet food and beverage will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as meeting room rental.

CANCELLATION POLICY

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

Less than six (6) months to one (1) month from arrival date (75% of estimate revenue) - \$3,000.00
Less than one (1) month up to arrival date (90% of estimate revenue) - \$3,600.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

GUARANTEE COUNTS

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days*:

Day of Function:	Guarantee due on the preceding:
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups more than 1,000 persons, a maximum of 30 person overset will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

TAXES

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

Groups that are tax exempt in the State of Kentucky must provide a copy of their Kentucky tax exemption certificate at the time of signing this agreement to qualify.

FOOD AND BEVERAGE

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

PAYMENT

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

SERVICE CHARGE

A 25% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this

Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

To the extent permitted by law, Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. To the extent permitted by law, Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel. This shall not be deemed a waiver of sovereign immunity or any third-party defense.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

PERMITS/LICENSES

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

EVENT ROOM

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

BINDING AGREEMENT

This Agreement constitutes the full agreed to terms by both parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: _____

Signature: _____

Mayor Linda Gorton

Lexington Fayette Urban County Government

Date: _____

Signature: _____

Todd Garvin

Director of Sales

Hyatt Regency Lexington

Date: _____

Signature: _____

Lauren Fettingner

Catering Sales Manager

Hyatt Regency Lexington

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE HYATT REGENCY LEXINGTON, FOR CATERING SERVICES FOR THE SENIOR INTERN ALUMNI LUNCHEON, AT A COST NOT TO EXCEED \$5,800.00.

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 an agreement, which is attached hereto and incorporated herein by reference, with the Hyatt Regency Lexington, for catering services for the Senior Intern Alumni Luncheon.

Section 2 – That an amount, not to exceed the sum of \$5,800.00, be and hereby is approved for payment to the Hyatt Regency Lexington, from account #1103-606102-75102 (\$1,600.00), account #1101-606102-75101 (\$1,000.00), and from account #1101-606102-75102 (\$3,200.00), 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
0011-24:TAH:4877-6964-1375, v. 2

RESOLUTION NO. 032 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE HYATT REGENCY LEXINGTON, FOR CATERING SERVICES FOR THE SENIOR INTERN ALUMNI LUNCHEON, AT A COST NOT TO EXCEED \$5,800.00.

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

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0011-24:TAH:4877-6964-1375, v. 2



HYATT REGENCY LEXINGTON
401 W HIGH STREET
LEXINGTON, KY 40507- US
Telephone: (859) 253-1234
Fax: (859) 254-7430

January 4, 2024

CATERING CONTRACT

GROUP NAME: LFUCG – AGING SERVICES
FUNCTION NAME: SENIOR INTERN ALUMNI LUNCH
CONTACT NAME: KRISTY STAMBAUGH
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40502
PHONE NUMBER: (859) 351-7751
EMAIL ADDRESS: kstambau@lexingtonky.gov

Day	Date	Function	Function Room	Time	# of guests	Room Rental
FRIDAY	6/14/24	SENIOR INTERN ALUMNI LUNCH	REGENCY BALLROOM	10:30AM – 2:00PM	150	Waived when food and beverage minimum is met

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Date: 2/24/2024

Signature: Linda Gorton
Mayor Linda Gorton
Lexington Fayette Urban County Government

Date: _____

Signature: _____
Todd Garvin
Director of Sales
Hyatt Regency Lexington

Date: 2/20/2024

Signature: Lauren Fettinger
Lauren Fettinger
Catering Sales Manager
Hyatt Regency Lexington



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0044-24

File ID: 0044-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 018-2024

In Control: Urban County
Council

File Created: 01/08/2024

File Name: Bluegrass Greensource Inc. Incentive Grant

Final Action: 02/01/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bluegrass Greensource, Inc., for a Stormwater Quality Project, at a cost not to exceed \$40,000. [Div. of Water Quality, Martin]

Notes: In office 1/12/2024. MS

Stamped and filed in the CCO. Returned to Denice Bullock 2/5/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: Blue Sheet, FY 2024 Bluegrass Greensource_Class B Edu - Council Map full, FY24 Class BE BGGS GAA with Attachments A_Grant signed, 0044-24-Bluegrass Greensource WQ Grant 4864-1095-0814 v.1.docx, R-033-2024, Contract #018-2024

Enactment Number: R-033-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0044-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class B (Infrastructure) Incentive Grant to Bluegrass Greensource, Inc., for a Stormwater Quality Project, at a cost not to exceed \$40,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class B Infrastructure) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc. to conduct a year-long public education and involvement campaign, in the amount of \$40,000. Funds are Budgeted. (L0044-23) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/08/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$40,000.00

Annual Impact: \$40,000.00

Project: WQINCENTIVE_24

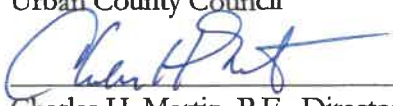
Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,819,877.59



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 4, 2024

SUBJECT: Recommendation for an FY24 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc.

Request

The purpose of this memorandum is to request approval of an FY24 (Class B Education) Stormwater Quality Projects Incentive Grant for Bluegrass Greensource, Inc., in the amount of \$40,000.00.

Purpose of Request

Grant funds to be used to conduct a year-long public education and involvement campaign designed to educate and empower Lexington homeowners through improving water quality in their backyard, and PreK-12 students through direct education programming to help improve their understanding and appreciation of their role in stormwater quality. The project includes a Mini-Grant Program to equip local homeowners with funding and expertise to plant riparian buffers on backyard streams or install rain gardens on their residential lots.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$40,000.00.

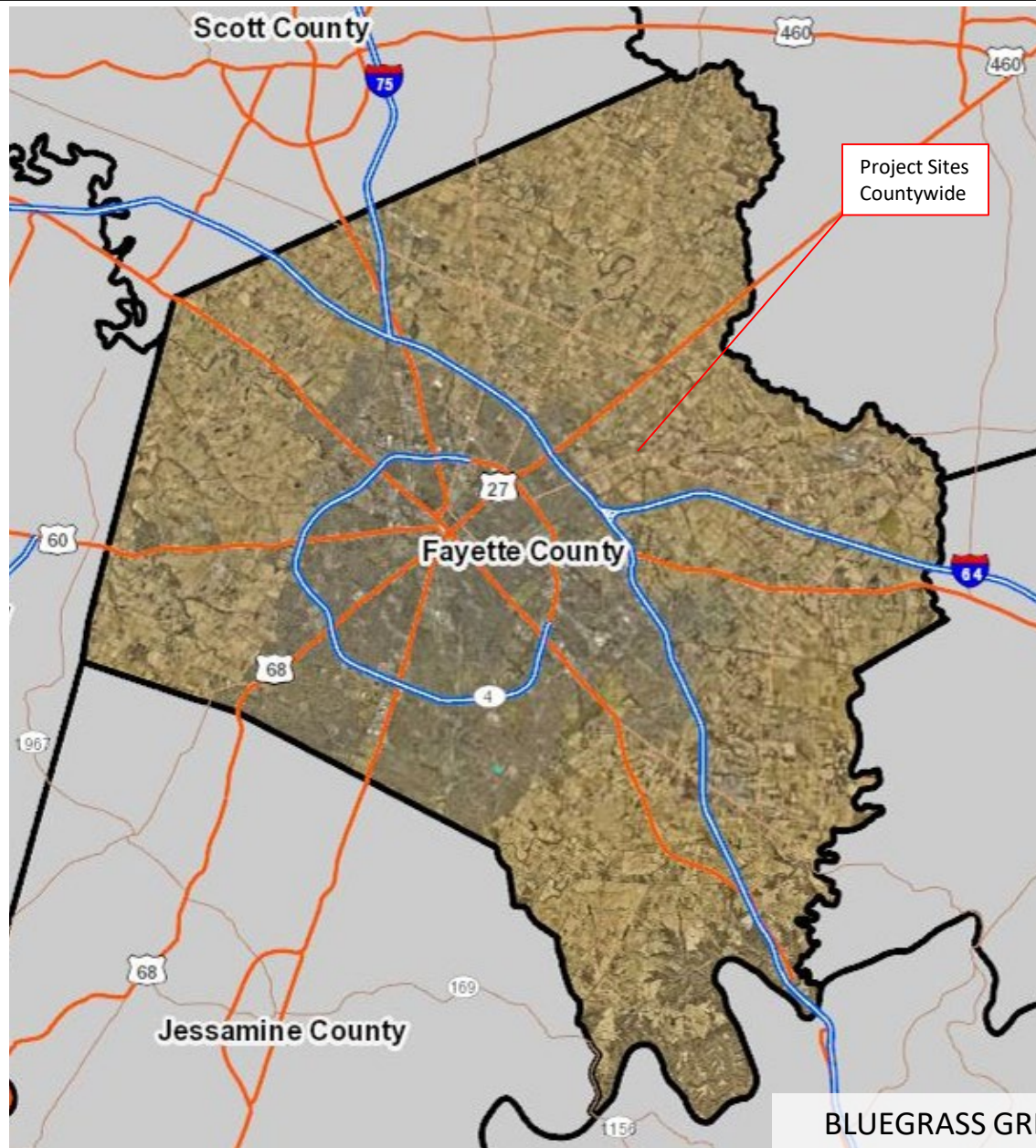
Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BLUEGRASS GREENSOURCE, INC.**, 835 NATIONAL AVENUE, LEXINGTON, KENTUCKY 40502 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

- (1) Government hereby grants the Grantee the sum of **\$40,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

- (6) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
 - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
 - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
 - (d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (11) 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, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

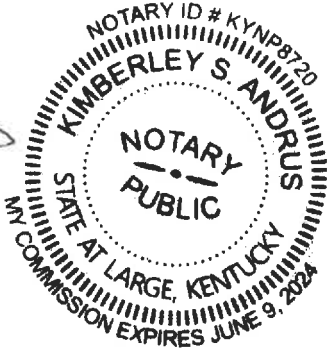
ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: BLUEGRASS GREENSOURCE, INC.
835 NATIONAL AVENUE
LEXINGTON, KY 40502
BY: Amy Sohner
NAME: Amy Sohner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Amy Sohner, as the duly authorized representative for and on behalf of Bluegrass Greensource Inc, on this the 4 day of January, 2024.
My commission expires: 6-9-2024.

Kimberley S. Andrus
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Greensource, Inc.

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program Class B Education Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Bluegrass Greensource, Inc.
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

Primary Project Contact & Project Manager: Amy Sohner
859-321-2034 (phone)
amy@bggreensource.org (email)

Secondary Project Contact: Pattie Stivender
859-266-1572 (phone)
pattie@bggreensource.org (email)

Project Team Members: Amy Sohner, Executive Director
Alli Johnson, Community Outreach Coordinator and Watershed Coordinator
Pattie Stivender, Education Director
Rachel Patton, Environmental Educator
Rachel Skinner, Business Outreach Coordinator

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign designed to empower Lexington homeowners through improving water quality in their backyards, and PreK-12 students through direct education that creates a deep understanding and appreciation of their role in stormwater quality.

- 1) The Empower (Mini-Grants) Program: this program provides mini-grants that will, through an application process, equip local homeowners with funding and expertise to plant riparian buffers on backyard streams or install rain gardens on their residential lots. Additionally, funding for this project will include two (2) rain barrel workshops where attendees will learn about stormwater runoff and receive their very own rain barrel.
- 2) Public and Classroom Education: Homeowners will be required to attend at least one in-person, or live zoom, education workshop. This will help participants understand the importance of water quality as well as help them understand Lexington's priority stormwater issues. In addition, the workshops will describe in detail the steps and information needed to install both a rain garden and a riparian buffer, including site preparation, plant selection, and maintenance. Assuming public gatherings are allowed, workshops will be held at locations that already have stormwater BMPs that can be used as part of the demonstration and education piece.

Rain Barrel Workshops will begin with education about watersheds and individual contributions to water quality and how rain barrels can help mitigate those effects. The education will also include instructions on rain barrel maintenance and installation.

Lexington PreK-12 youth and their parents will be educated to understand their connection to water and its importance throughout the city. Preschoolers will be taught social cooperation skills, problem-solving, and independent behaviors using water and water quality as the

integrating context. Elementary, middle, and high school students will experience a full day of creekside learning as they develop an understanding of how their actions and behaviors affect water quality. The student education activities will be aligned with Kentucky Academic Standards and will follow the North American Association of Environmental Education Guidelines for Excellence (naaee.org).

The *Creek Days Program* will allow Bluegrass Greensource's expert environmental educators to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on water quality, by participating in classroom and outdoor activities. Bluegrass Greensource will organize and provide materials for activities leading up to the event. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or nearby their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing. By participating in *Creek Days*, students develop problem-solving skills, social skills, and scientific thinking skills, as well as a connection to their local community and waterways.

Tree Week Programing (Tree Day) will target older students (4th grade and up) in support of, and leading up to, Tree Week (October 2024) Bluegrass Greensource will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff. Students will participate in learning activities about trees, such as identifying the trees on their school grounds, calculating the height and diameter while Adopting a Tree, calculating the benefits of individual trees, or modeling tree structures and their functions. Where allowed, students will plant a tree on campus. To extend learning, participating teachers will be encouraged to check out one of Bluegrass Greensource's tree education kits from our resource library.

Junior Nature Explorers (JNE) reaches students at the earliest stages of learning, creating a solid foundation on which future learning and appreciation of the natural world will be built. Over one year, Bluegrass Greensource will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around water. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and local waterways. For example, students might test objects to see if they sink or float, go on a pretend boat ride to explore and move like the animals they see; or build an aquatic habitat for an animal. This early introduction to water and scientific thinking provides a necessary foundation on which students' skills and knowledge will grow. Each student will receive a "*Family Connections Card*" to take home after each BGGS visit. This card will include vocabulary they have learned, questions family members can / should ask their students, and ideas for continuing their students' learning outside of the classroom. If possible, the program will culminate in a field trip or classroom project/event. JNE instills social cooperation skills, problem-solving, and independent behaviors in students, all of which align with Kentucky's early childhood standards. By modeling environmental education best practices, JNE enhances the capacity of early childhood educators to continue replicating these lessons and practices.

TARGET AUDIENCE

Homeowners - The *Empower (Mini-Grant) Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Homeowners with a backyard stream will be encouraged to participate in the riparian buffer program, while those that are interested in water quality but do not live on a stream, will be encouraged to participate in the rain garden program. While the educational workshops will be required for those interested in applying for a grant, they will be open to anyone interested in learning more about backyard water quality improvement. We anticipate 40 people attending the workshops(s) and awarding 10 Mini-Grants.

PreK-12 - The student-focused programs will target preK-12th grade students throughout Lexington schools. BGGS has been doing versions of both the Jr. Nature Explorers and Creek Days programs for many years, with great success, and is continually asked by teachers to do more than our current funding allows. Tree Days is a direct result of requests received in previous years.

Environmental education standards suggest that students who are immersed in subject matter, through direct and sustained contact like that provided through Creek Days, Tree Days, and Jr. Nature Explorers, have more success in retaining information.

This proposal anticipates working with a total of 2,000 K-12 students through full-day “Creek Days” at schools with direct or walkable access to local streams. Each school will choose either two full days for half the classes or a full day for the entire school. We anticipate an average of 200 students per day for a total of 2,000 for the entire Creek Day program.

The five Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. This would come from working with four classes in each school with approximately 20 students per classroom. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes. Each class of approximately 15 students will participate in four water quality lessons for a total of 1,500 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,805, and because of multiple lessons taught as part of some of the programs, there will be a total of 5,730 interactions through this program.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to create a sustainable environment. We do this by encouraging a broad audience to make small behavior changes that will result in a big, positive impact on our local environment. Water quality education and outreach have been at the forefront of this education since our inception. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader water quality education in the long term.

To encourage sustainability, the *Mini-Grant Program* will include a contract that each recipient will sign. The contract will describe best practices for maintaining rain gardens and riparian buffers and include links and information to help homeowners understand how to manage their projects over the long term.

The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end. In addition, information about Bluegrass Greensource's resource library will be promoted so that teachers understand how to check out needed materials after the grant period is over.

- 2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement water quality programming on a long-term basis.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its water quality education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. *Improve water quality, reduce stormwater runoff, and educate citizens* about local stormwater and water quality issues.
2. The success of the *Mini-Grant Program* will be realized if all 10 projects are implemented and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.
3. The public education interactions are expected to reach approximately 5,895 individuals with 4,345 interactions.
4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.
5. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.
- 3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.
- 4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

- Applicant shall provide a detailed plan for the mini-grant program regarding the installation of the rain garden and riparian buffer plantings to address the water quality impairments, such as E.coli pollution.
- Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.
- Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).
- Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.
- Applicant to provide a copy of the Maintenance Agreement between the Organization and each homeowner (i.e., mini-grant recipient), as well as photographs of installed rain gardens and buffers.
- Applicant to provide student/teacher evaluations as part of the Project Final Report.
- Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.4% cost share offered in the application (approximately \$11,305.00).

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to include language in the Mini-Grant Program maintenance contracts to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

	Activity	Schedule
	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2024
Empower (Mini-Grant) Program	Mini-Grant Initial Planning	March 2024
	Mini-Grant Workshops	May 2024
	Mini-Grant deadline and recipients announced	June 2024
	Mini-Grant projects finalized and reimbursements mailed	November 2024
Rain Barrel Workshops	Planning and Promotion	February – April 2024
	Workshops	May 2024
Jr. Nature Explorers	Identify 25 preschool classes	February - April 2024
	Begin a series of 3 lessons for each class	March 2024
	All 25 classes have finished the program	December 2024
Creek Days	Identify schools to work with	February - April 2024
	First round of Education	April - May 2024
	Second Round of Education	September - October 2024
Family Engagement Events	First three events	April - May 2024
	Final Events	September – October 2024
Tree Week Program	Identify schools to work with	August – September 2024
	Tree Week activities	October 2024
	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	Project Element: Lexington Empowerment: Riparian Buffers/Rain Gardens/Rain Barrels									
2	Mini Grants	Mini Grants	Homeowners	Mini Grants	\$ 500.00	per grant	10	\$ -	\$ 5,000.00	\$ 5,000.00
3	Workshop Planning	Personnel Hours	Project Managers: Kara Sayles and Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour	40	\$ -	\$ 1,080.00	\$ 1,080.00
4	Workshop Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Project Manager hours at current payroll rate	\$ 27.00	per hour	8	\$ -	\$ 216.00	\$ 216.00
5	Workshop Promotion	Social Media and FB boosts	FB and Internet	FB Boosts	\$ 50.00	per boost	2	\$ -	\$ 100.00	\$ 100.00
6	Workshop Participants for Rain Garden and Riparian Buffers	Match Hours	30 Homeowners	Attend Workshop	\$ 7.25	per hour	60	\$ 435.00		\$ 435.00
7	Conduct Workshops	Personnel Hours	Project Managers: Kara Sayles and Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour	20	\$ -	\$ 540.00	\$ 540.00
8	Administer Grants	Awarding grants, administering grants	Project Manager: Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hr	30	\$ -	\$ 810.00	\$ 810.00
9	Reading/scoring grants	Awarding grants,	2 BGGG staff serving on the Grant Committee	Current payroll rate	\$ 27.00	per hr	6	\$ -	\$ 162.00	\$ 162.00
10	Supplies for Workshop	Consumable and Take Home	Attendees	Supplies	\$ 50.00	per wksp	2	\$ -	\$ 100.00	\$ 100.00
11	Central KY Stream Guide	Printing	Project Manager: Kara Sayles	Central Kentucky Stream Guide - publication by UK Extension	\$ 2.00	copy	60	\$ -	\$ 120.00	\$ 120.00
12	Travel to grant sites	Mileage	Project Manager: Kara Sayles	Mileage	\$ 0.50	per mile	75	\$ 0.10	\$ 37.40	\$ 37.50
13	Rain Barrel Workshops (2)	Barrel materials	BGGG staff and community members	rain barrel parts	\$ 45.00	each	40	\$ 800	\$ 1,000.00	\$ 1,800.00
14	Rain Barrel Workshop prep, coordination, instruction	Personnel Hours	BGGG Staff	Project Manager hours at current payroll rate	\$ 27.00	per hour	35	\$ -	\$ 945.00	\$ 945.00
15	Rain Barrel Workshop promotion	Social Media and FB boosts	Social Media	paid promotion	\$ 35.00	per boost	2	\$ -	\$ 70.00	\$ 70.00
16	Project Element: Junior Nature Explorer									
17	Classroom Activities for 25 schools	Personnel Hours	Kara Sayles or Rachel Patton	Current payroll rate	\$ 27.00	per hr	350	\$ -	\$ 9,450.00	\$ 9,450.00
18	Classroom Supervision	Match Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	\$ 16.00	Per Hr	100	\$ 1,600.00		\$ 1,600.00
19	Plan and develop activities	Personnel Hours	Rachel Patton	Develop Program	\$ 27.00	Per Hr	15	\$ -	\$ 405.00	\$ 405.00
20	Social Media/ Graphic Design	Personnel Hours	Jenny Dugan, Marketing and Communications	FB Boosts and Promotion	\$ 27.00	per hr	10	\$ -	\$ 270.00	\$ 270.00
21	Program Promotion	Personnel Hours	Kara Sayles and Rachel Patton	BGGG personnel hours at current payroll rate	\$ 27.00	Per Hr	12	\$ -	\$ 324.00	\$ 324.00
22	Classroom Supplies	Consumable supplies	Preschools/schools	Consumables based on 75 activities	\$ 5.00	Per Activity	75	\$ -	\$ 375.00	\$ 375.00
23	Travel to schools	Mileage	Kara Sayles and Rachel Patton	Mileages	\$ 0.50	Per mile	600	\$ -	\$ 300.00	\$ 300.00
24	Project Element: Tree Days (Based on five schools)									
25	Development and Organization of 5 Tree Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr	20	\$ -	\$ 540.00	\$ 540.00
26	Tree Day Events	Personnel Hours	BGGG Staff: 2 minimum	Current payroll rate	\$ 27.00	per hr	138	\$ -	\$ 3,726.00	\$ 3,726.00
27	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	per hr	20	\$ -	\$ 540.00	\$ 540.00
28	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19	per hr	60	\$ 2,591.40		\$ 2,591.40
29	Plant trees	Cost of mulch/soil	Students	Mulch and soil	\$ 10.00	per bag	10	\$ -	\$ 100.00	\$ 100.00
30	Plant trees	Cost of trees	Students	Cost of trees	\$ 20.00	per tree	5	\$ -	\$ 100.00	\$ 100.00
31	Travel to schools	Mileage	BGGG Staff	Travel;	\$ 0.50	per mile	250	\$ -	\$ 125.00	\$ 125.00
32	Project Element: Creek Days (based on 10 creek days)									
33	Development and Organization of 10 Creek Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr	60	\$ -	\$ 1,620.00	\$ 1,620.00
34	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	Per hr	25	\$ -	\$ 675.00	\$ 675.00
35	Creek Day Family Engagement Event 5 events	Personnel Hours	BGGG Education Staff	Current payroll rate	\$ 27.00	Per hr	50	\$ -	\$ 1,350.00	\$ 1,350.00
36	Creek Day Event	Personnel Hours	BGGG Education Staff	Current payroll rate	\$ 27.00	Per hr	160	\$ -	\$ 4,320.00	\$ 4,320.00
37	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19	per hr	100	\$ 4,319.00		\$ 4,319.00
38	Professional Volunteers for 10 Creek Days	Match Hours	Water Quality Experts	Current hourly rate (dependent on profession)	\$ 35.00	per hr	16	\$ 560.00		\$ 560.00
39	Supplies for Creek Days	Consumable supplies and wading boots	Students	Consumables based on 10 Creek days	\$ 10.00	Per day	10	\$ -	\$ 100.00	\$ 100.00
40	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50	per mile	210	\$ 1,000.00	\$ 105.00	\$ 1,105.00
41	Total Indirect Costs			Based on 20% of personnel costs					\$ 5,394.60	\$ 5,394.60
42					TOTAL PROJECT BUDGET:			\$ 11,305.50	\$ 40,000.00	\$ 51,305.50
43								ORGANIZATION	GRANT	
44								SHARE	SHARE	
45										

MATCH % AFTER FIRST \$3000= 23.40% OK
MUST BE > 20%

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$40,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Bluegrass Greensource, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$40,000.00, be and hereby is approved for payment to Bluegrass Greensource, Inc., from account # 4052-303204-3373-78112, 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
0044-24:EPT:4864-1095-0814, v. 1

RESOLUTION NO. 033 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO BLUEGRASS GREENSOURCE, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$40,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to Bluegrass Greensource, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$40,000.00, be and hereby is approved for payment to Bluegrass Greensource, Inc., from account # 4052-303204-3373-78112, 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: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0044-24:EPT:4864-1095-0814, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 5th day of February, 20 , by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BLUEGRASS GREENSOURCE, INC.**, 835 NATIONAL AVENUE, LEXINGTON, KENTUCKY 40502 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

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

- (1) Government hereby grants the Grantee the sum of \$40,000.00 (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$3,000.00, with contributions, labor and other services equal to or greater than 20% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph (6) herein below, and produce a Project Final Report within 30 calendar days of the completion of the project

elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.

- (6) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
 - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
 - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each Request for Funds shall include a minimum of 10% cost share. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
 - (d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (11) herein below.
- (11) 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, including any attachment thereof, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (19) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (20) Equipment purchased or stormwater control facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stock
CLERK, URBAN COUNTY COUNCIL

Deputy

Grantee Organization: BLUEGRASS GREENSOURCE, INC.
835 NATIONAL AVENUE
LEXINGTON, KY 40502
BY: *Amy Sehner*
NAME: Amy Sehner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Amy Sehner, as the duly authorized representative for and on behalf of Bluegrass Greensource Inc, on this the 4 day of January, 2024.
My commission expires: 6-9-2024.

Kimberley Andrus
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Greensource, Inc.

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class B Education Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Bluegrass Greensource, Inc.
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

Primary Project Contact & Project Manager: Amy Sohner AS
859-321-2034 (phone)
amy@bggreensource.org (email)

Secondary Project Contact: Pattie Stivender
859-266-1572 (phone)
pattie@bggreensource.org (email)

Project Team Members: Amy Sohner, Executive Director
Alli Johnson, Community Outreach Coordinator and Watershed Coordinator
Pattie Stivender, Education Director
Rachel Patton, Environmental Educator
Rachel Skinner, Business Outreach Coordinator

PROJECT PLAN ELEMENTS

The purpose of this grant is to implement another year-long public education and involvement campaign designed to empower Lexington homeowners through improving water quality in their backyards, and PreK-12 students through direct education that creates a deep understanding and appreciation of their role in stormwater quality.

- 1) **The Empower (Mini-Grants) Program:** this program provides mini-grants that will, through an application process, equip local homeowners with funding and expertise to plant riparian buffers on backyard streams or install rain gardens on their residential lots. Additionally, funding for this project will include two (2) rain barrel workshops where attendees will learn about stormwater runoff and receive their very own rain barrel.
- 2) **Public and Classroom Education:** Homeowners will be required to attend at least one in-person, or live zoom, education workshop. This will help participants understand the importance of water quality as well as help them understand Lexington's priority stormwater issues. In addition, the workshops will describe in detail the steps and information needed to install both a rain garden and a riparian buffer, including site preparation, plant selection, and maintenance. Assuming public gatherings are allowed, workshops will be held at locations that already have stormwater BMPs that can be used as part of the demonstration and education piece.

Rain Barrel Workshops will begin with education about watersheds and individual contributions to water quality and how rain barrels can help mitigate those effects. The education will also include instructions on rain barrel maintenance and installation.

Lexington PreK-12 youth and their parents will be educated to understand their connection to water and its importance throughout the city. Preschoolers will be taught social cooperation skills, problem-solving, and independent behaviors using water and water quality as the

integrating context. Elementary, middle, and high school students will experience a full day of creekside learning as they develop an understanding of how their actions and behaviors affect water quality. The student education activities will be aligned with Kentucky Academic Standards and will follow the North American Association of Environmental Education Guidelines for Excellence (naaee.org).

The *Creek Days Program* will allow Bluegrass Greensource's expert environmental educators to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on water quality, by participating in classroom and outdoor activities. Bluegrass Greensource will organize and provide materials for activities leading up to the event. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or nearby their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing. By participating in *Creek Days*, students develop problem-solving skills, social skills, and scientific thinking skills, as well as a connection to their local community and waterways.

Tree Week Programing (Tree Day) will target older students (4th grade and up) in support of, and leading up to, Tree Week (October 2024) Bluegrass Greensource will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff. Students will participate in learning activities about trees, such as identifying the trees on their school grounds, calculating the height and diameter while Adopting a Tree, calculating the benefits of individual trees, or modeling tree structures and their functions. Where allowed, students will plant a tree on campus. To extend learning, participating teachers will be encouraged to check out one of Bluegrass Greensource's tree education kits from our resource library.

Junior Nature Explorers (JNE) reaches students at the earliest stages of learning, creating a solid foundation on which future learning and appreciation of the natural world will be built. Over one year, Bluegrass Greensource will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around water. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and local waterways. For example, students might test objects to see if they sink or float, go on a pretend boat ride to explore and move like the animals they see; or build an aquatic habitat for an animal. This early introduction to water and scientific thinking provides a necessary foundation on which students' skills and knowledge will grow. Each student will receive a "*Family Connections Card*" to take home after each BGGS visit. This card will include vocabulary they have learned, questions family members can / should ask their students, and ideas for continuing their students' learning outside of the classroom. If possible, the program will culminate in a field trip or classroom project/event. JNE instills social cooperation skills, problem-solving, and independent behaviors in students, all of which align with Kentucky's early childhood standards. By modeling environmental education best practices, JNE enhances the capacity of early childhood educators to continue replicating these lessons and practices.

TARGET AUDIENCE

Homeowners - The *Empower (Mini-Grant) Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Homeowners with a backyard stream will be encouraged to participate in the riparian buffer program, while those that are interested in water quality but do not live on a stream, will be encouraged to participate in the rain garden program. While the educational workshops will be required for those interested in applying for a grant, they will be open to anyone interested in learning more about backyard water quality improvement. We anticipate 40 people attending the workshops(s) and awarding 10 Mini-Grants.

PreK-12 - The student-focused programs will target preK-12th grade students throughout Lexington schools. BGGS has been doing versions of both the Jr. Nature Explorers and Creek Days programs for many years, with great success, and is continually asked by teachers to do more than our current funding allows. Tree Days is a direct result of requests received in previous years.

Environmental education standards suggest that students who are immersed in subject matter, through direct and sustained contact like that provided through Creek Days, Tree Days, and Jr. Nature Explorers, have more success in retaining information.

This proposal anticipates working with a total of 2,000 K-12 students through full-day “Creek Days” at schools with direct or walkable access to local streams. Each school will choose either two full days for half the classes or a full day for the entire school. We anticipate an average of 200 students per day for a total of 2,000 for the entire Creek Day program.

The five Family Engagement Events will reach 300 people including parents, caregivers and students. The total for all five events is 1500 people.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. This would come from working with four classes in each school with approximately 20 students per classroom. A total of 400 individual students would be reached.

The Junior Nature Explorers program will focus on Lexington preschools and aims to work with a total of 25 preschool classes. Each class of approximately 15 students will participate in four water quality lessons for a total of 1,500 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

The total number of individuals reached through this program is 3,805, and because of multiple lessons taught as part of some of the programs, there will be a total of 5,730 interactions through this program.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to create a sustainable environment. We do this by encouraging a broad audience to make small behavior changes that will result in a big, positive impact on our local environment. Water quality education and outreach have been at the forefront of this education since our inception. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader water quality education in the long term.

To encourage sustainability, the *Mini-Grant Program* will include a contract that each recipient will sign. The contract will describe best practices for maintaining rain gardens and riparian buffers and include links and information to help homeowners understand how to manage their projects over the long term.

The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end. In addition, information about Bluegrass Greensource's resource library will be promoted so that teachers understand how to check out needed materials after the grant period is over.

- 2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement water quality programming on a long-term basis.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its water quality education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. *Improve water quality, reduce stormwater runoff, and educate citizens* about local stormwater and water quality issues.
2. The success of the *Mini-Grant Program* will be realized if all 10 projects are implemented and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.
3. The public education interactions are expected to reach approximately 5,895 individuals with 4,345 interactions.
4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the water education program. Bluegrass Greensource expects to see an increase in student growth/understanding in at least 70% of participating students.
5. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.
- 3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.
- 4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL STIPULATIONS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

- 2. Applicant shall provide a detailed plan for the mini-grant program regarding the installation of the rain garden and riparian buffer plantings to address the water quality impairments, such as E.coli pollution.
- 3. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.
- 4. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).
- 5. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.
- 6. Applicant to provide a copy of the Maintenance Agreement between the Organization and each homeowner (i.e., mini-grant recipient), as well as photographs of installed rain gardens and buffers.
- 7. Applicant to provide student/teacher evaluations as part of the Project Final Report.
- 8. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 23.4% cost share offered in the application (approximately \$11,305.00).

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to include language in the Mini-Grant Program maintenance contracts to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

	Activity	Schedule
	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2024
Empower (Mini-Grant) Program	Mini-Grant Initial Planning	March 2024
	Mini-Grant Workshops	May 2024
	Mini-Grant deadline and recipients announced	June 2024
	Mini-Grant projects finalized and reimbursements mailed	November 2024
Rain Barrel Workshops	Planning and Promotion	February – April 2024
	Workshops	May 2024
Jr. Nature Explorers	Identify 25 preschool classes	February - April 2024
	Begin a series of 3 lessons for each class	March 2024
	All 25 classes have finished the program	December 2024
Creek Days	Identify schools to work with	February - April 2024
	First round of Education	April - May 2024
	Second Round of Education	September - October 2024
Family Engagement Events	First three events	April - May 2024
	Final Events	September – October 2024
Tree Week Program	Identify schools to work with	August – September 2024
	Tree Week activities	October 2024
	Final Report	30 Days after Grant Closes

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization's cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

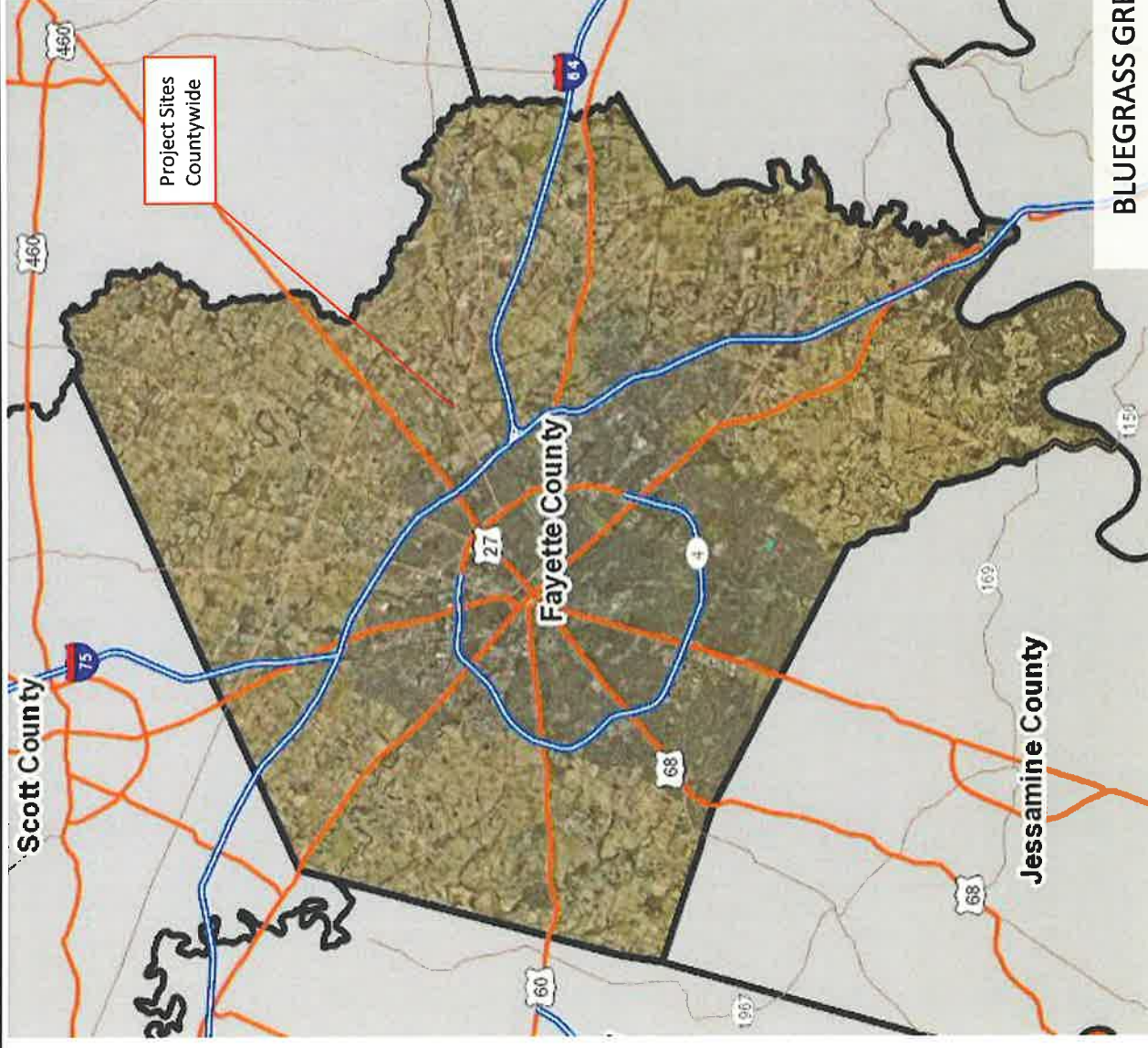
TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Lexington Empowerment: Riparian Buffers/Rain Gardens/Rain Barrels								
2	Mini Grants	Mini Grants	Homeowners	Mini Grants	\$ 500.00	per grant 10	\$ -	\$ 5,000.00	\$ 5,000.00
3	Workshop Planning	Personnel Hours	Project Managers: Kara Sayles and Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour 40		\$ 1,080.00	\$ 1,080.00
4	Workshop Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Project Manager hours at current payroll rate	\$ 27.00	per hour 8	\$ -	\$ 216.00	\$ 216.00
5	Workshop Promotion	Social Media and FB boosts	FB and Internet	FB Boosts	\$ 50.00	per boost 2	\$ -	\$ 100.00	\$ 100.00
6	Workshop Participants for Rain Garden and Riparian Buffers	Match Hours	30 Homeowners	Attend Workshop	\$ 7.25	per hour 60	\$ 435.00		\$ 435.00
7	Conduct Workshops	Personnel Hours	Project Managers: Kara Sayles and Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour 20	\$ -	\$ 540.00	\$ 540.00
8	Administer Grants	Awarding grants, administering grants	Project Manager: Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hr 30	\$ -	\$ 810.00	\$ 810.00
9	Reading/scoring grants	Awarding grants,	2 BGGG staff serving on the Grant Committee	Current payroll rate	\$ 27.00	per hr 6	\$ -	\$ 162.00	\$ 162.00
10	Supplies for Workshop	Consumable and Take Home	Attendees	Supplies	\$ 50.00	per wksp 2	\$ -	\$ 100.00	\$ 100.00
11	Central KY Stream Guide	Printing	Project Manager: Kara Sayles	Central Kentucky Stream Guide - publication by UK Extension	\$ 2.00	copy 60	\$ -	\$ 120.00	\$ 120.00
12	Travel to grant sites	Mileage	Project Manager: Kara Sayles	Mileage	\$ 0.50	per mile 75	\$ 0.10	\$ 37.40	\$ 37.50
13	Rain Barrel Workshops (2)	Barrel materials	BGGG staff and community members	rain barrel parts	\$ 45.00	each 40	\$ 800	\$ 1,000.00	\$ 1,800.00
14	Rain Barrel Workshop prep, coordination, instruction	Personnel Hours	BGGG Staff	Project Manager hours at current payroll rate	\$ 27.00	per hour 35	\$ -	\$ 945.00	\$ 945.00
15	Rain Barrel Workshop promotion	Social Media and FB boosts	Social Media	paid promotion	\$ 35.00	per boost 2	\$ -	\$ 70.00	\$ 70.00
16	Project Element: Junior Nature Explorer								
17	Classroom Activities for 25 schools	Personnel Hours	Kara Sayles or Rachel Patton	Current payroll rate	\$ 27.00	per hr 350	\$ -	\$ 9,450.00	\$ 9,450.00
18	Classroom Supervision	Match Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	\$ 16.00	Per Hr 100	\$ 1,600.00		\$ 1,600.00
19	Plan and develop activities	Personnel Hours	Rachel Patton	Develop Program	\$ 27.00	Per Hr 15	\$ -	\$ 405.00	\$ 405.00
20	Social Media/ Graphic Design	Personnel Hours	Jenny Dugan, Marketing and Communications	FB Boosts and Promotion	\$ 27.00	per hr 10	\$ -	\$ 270.00	\$ 270.00
21	Program Promotion	Personnel Hours	Kara Sayles and Rachel Patton	BGGG personnel hours at current payroll rate	\$ 27.00	Per Hr 12	\$ -	\$ 324.00	\$ 324.00
22	Classroom Supplies	Consumable supplies	Preschools/schools	Consumables based on 75 activities	\$ 5.00	Per Activity 75	\$ -	\$ 375.00	\$ 375.00
23	Travel to schools	Mileage	Kara Sayles and Rachel Patton	Mileages	\$ 0.50	Per mile 600	\$ -	\$ 300.00	\$ 300.00
24	Project Element: Tree Days (Based on five schools)								
25	Development and Organization of 5 Tree Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr 20	\$ -	\$ 540.00	\$ 540.00
26	Tree Day Events	Personnel Hours	BGGG Staff: 2 minimum	Current payroll rate	\$ 27.00	per hr 138	\$ -	\$ 3,726.00	\$ 3,726.00
27	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	per hr 20	\$ -	\$ 540.00	\$ 540.00
28	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19	per hr 60	\$ 2,591.40		\$ 2,591.40
29	Plant trees	Cost of mulch/soil	Students	Mulch and soil	\$ 10.00	per bag 10	\$ -	\$ 100.00	\$ 100.00
30	Plant trees	Cost of trees	Students	Cost of trees	\$ 20.00	per tree 5	\$ -	\$ 100.00	\$ 100.00
31	Travel to schools	Mileage	BGGG Staff	Travel;	\$ 0.50	per mile 250	\$ -	\$ 125.00	\$ 125.00
32	Project Element: Creek Days (based on 10 creek days)								
33	Development and Organization of 10 Creek Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr 60	\$ -	\$ 1,620.00	\$ 1,620.00
34	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	Per hr 25	\$ -	\$ 675.00	\$ 675.00
35	Creek Day Family Engagement Event 5 events	Personnel Hours	BGGG Education Staff	Current payroll rate	\$ 27.00	Per hr 50	\$ -	\$ 1,350.00	\$ 1,350.00
36	Creek Day Event	Personnel Hours	BGGG Education Staff	Current payroll rate	\$ 27.00	Per hr 160	\$ -	\$ 4,320.00	\$ 4,320.00
37	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hrly rate for public school teachers	\$ 43.19	per hr 100	\$ 4,319.00		\$ 4,319.00
38	Professional Volunteers for 10 Creek Days	Match Hours	Water Quality Experts	Current hourly rate (dependent on profession)	\$ 35.00	per hr 16	\$ 560.00		\$ 560.00
39	Supplies for Creek Days	Consumable supplies and wading boots	Students	Consumables based on 10 Creek days	\$ 10.00	Per day 10	\$ -	\$ 100.00	\$ 100.00
40	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50	per mile 210	\$ 1,000.00	\$ 105.00	\$ 1,105.00
41	Total Indirect Costs			Based on 20% of personnel costs				\$ 5,394.60	\$ 5,394.60
42	TOTAL PROJECT BUDGET:							\$ 11,305.50	\$ 40,000.00
43								ORGANIZATION	GRANT
44								SHARE	SHARE
45									

MATCH % AFTER FIRST \$3000= 23.40%
MUST BE > 20%

OK

Stormwater Quality Projects Incentive Grant Program



BLUEGRASS GREENSOURCE, INC.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0046-24

File ID: 0046-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 019-2024

In Control: Urban County
Council

File Created: 01/08/2024

File Name: Beaumont Residential Incentive Grant

Final Action: 02/01/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Beaumont Residential Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$6,000. [Div. of Water Quality, Martin]

Notes: In office 1/12/2024. MS

Stamped and filed in the CCO. REturned to Denise Bullock 2/5/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: Blue Sheet, FY24 Class A BRA, Inc. GAA with Attachments A_Grant signed, FY2024 Beaumont RA - Council Map, 0046-24- Beaumont Residential WQ Grant 4869-2449-0654 v.1.docx, R-034-2024, Contract #019-2024

Enactment Number: R-034-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0046-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to Beaumont Residential Association, Inc., for a Stormwater Quality Project, at a cost not to exceed \$6,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Beaumont Residential Association, Inc. to improve water quality along Cave Branch and its tributaries, in the amount of \$6,000. Funds are Budgeted. (L0046-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/08/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$6,000.00

Annual Impact: \$6,000.00

Project: WQINCENTIVE_24

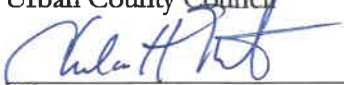
Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,661,626.20



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 4, 2024

SUBJECT: Recommendation for an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Beaumont Residential Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Beaumont Residential Association, Inc., in the amount of \$6,000.00.

Purpose of Request

Grant funds will be used to improve water quality by maintaining and restoring riparian stream buffers along Cave Branch and its tributaries by engaging community leadership and volunteers in a coordinated, quality-assured effort. The project element will include educational signage marking stream buffer/spring & improvement areas with fiberglass posts and educational signage. The organization also intends to utilize social media, and email campaigns along with occasional media coverage to reach a wider audience and direct person-to-person connections with actual hands-on demonstration sites.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$6,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin / Albright



GRANT AWARD AGREEMENT

Fiscal Year 2024 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BEAUMONT RESIDENTIAL ASSOCIATION, INC., PO BOX 910098, LEXINGTON, KENTUCKY 40591**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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

- (1) The Government hereby grants the Grantee the sum of **\$6,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months from

the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: BEAUMONT RESIDENTIAL ASSOCIATION, INC.
PO BOX 910098
LEXINGTON, KY 40591

BY: Paul M Stanley
NAME: PAUL M. STANLEY
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Paul Stanley, as the duly authorized representative for and on behalf of Beaumont Residential Association, on this the 19th day of December, 2023.
My commission expires: 06/12/2027.

Tamara Morgan Walters
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Beaumont Residential Association, Inc.

<u>GRANT PROGRAM</u>	2024 Stormwater Quality Projects Incentive Grant Program Class A Neighborhood Projects • Funded through the LFUCG Water Quality Management Fee • Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
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PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:	Beaumont Residential Association, Inc. PO Box 910098 Lexington, KY 40591 KY Organization #0450491	PS
Organization President	Paul Stanley 812-263-6184 (phone) pspaulstanley@gmail.com (email)	
Primary Project Contact & Project Manager:	Christy Morris 859-608-2607 (phone) christy6@me.com (email)	
Secondary Project Contact & Co-Project Manager:	Clark Allison (606) 367-1612 (phone) vonsealfarm@gmail.com (email)	
Property Owner & Project Site Location:	Beaumont Residential Association, Inc. 3201 Beaumont Centre Circle Lexington, KY 40513	
Contractor:	Shield Environmental Associates, Inc. 948 Floyd Drive Lexington, KY 40505	

PROJECT PLAN ELEMENTS

All improvements shall be located at 3201 Beaumont Centre Circle shown in Figure 1, owned by Beaumont Residential Association, Inc. No other property or Right-of-Way shall be disturbed without the written permission from the property owner.

The goal of the Beaumont Neighborhood Stream Buffer Engagement Program is to improve water quality by maintaining and restoring riparian stream buffers along Cave Branch and its tributaries by engaging community leadership and volunteers in a coordinated, quality-assured effort.

Beaumont Neighborhood Stream Buffer Engagement Program plan of work involves 6 distinct project elements:

- 1) **Conducting stream walks** along portions of the stream and inviting area residents via e-mail, door-to-door flyers, postcards and/or neighbor-to-neighbor personal invitations. During stream walks there will be discussion about water quality, habitat and stream-side buffer issues and management strategies with the residents. Discussion to seek approval for a remediation plan for the stream from those participating.
- 2) **Planning Trash Cleanup Days.** This event incorporates usually light litter pickups and trash removal.
- 3) **Attacking Invasive Plants via bushwhacking parties.** Use hand tools to remove bush honeysuckle, garlic mustard, multi-flora rose, and Japanese Knot Weed. These activities

involve treating cut shrubs with herbicide in accordance with practices developed by the Invasive Plant Working Group. These activities are to provide neighborhood volunteers with firsthand experience in dealing with invasive plants.

- 4) **Follow up Native Plantings** using volunteers to install perennials, shrubs and trees according to a planting plan to acquaint neighborhood residents with appropriate plant choices.
- 5) **Bringing in the “Experts” once** the neighborhood fully understands the process, LFUCG, Neighbors United for South Elkhorn Creek and others can then proceed with full-scale invasive control and native plantings with newfound understanding and support from neighborhood leadership.
- 6) **Education** – Stormwater education will be provided to the residents and the general public as follows:
 - a. Clearly marking stream buffer/spring & improvement areas with fiberglass posts and educational signs.
 - b. Signage, Social Media, and Email Campaigns along with occasional media coverage will reach wider audiences.
 - c. Direct person-to-person connections with actual hands-on demonstration sites.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders– msanders@lexingtonky.gov

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1. The Organization shall submit copies of the herbicide application plan to the LFUCG Grant Manager and the Division of Environmental Services prior to work beginning.
- 2. All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 - Eligible Expenses.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this

Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE/ CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any public or private utility areas.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
4. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, KDOW, etc.) prior to any stream bank stabilization work.
5. Permanent education signage designs are to be approved by the Grant Manager or Administrator prior to production.
6. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
7. Applicant to provide letters of support for invasive clearing and buffer enhancement from property owners immediately adjacent to project area or provide property boundary survey.
8. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 27.3% cost share offered in the application (approximately \$2,250.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
Convening of project steering committees	March 2024
Approval of work plan by property managers (Parks, Greenways)	March 2024
Conduct Stream Walks in new project areas	April 2024
Conduct Stream Clean Up and Trash Removal	April 2024
Conduct Invasive Plant Removal Work Days	April 2024
Conduct native plant installations	May 2024
Follow-up work days in existing riparian areas	May 2024
Conduct Stream Clean Up and Trash Removal	October 2024
Conduct Invasive Plant Removal Work Days	October 2024
Conduct native plant installations	October 2024
Follow-up work days in existing riparian areas	October 2024
Provide Project Final Report to LFUCG	Within 2 months of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

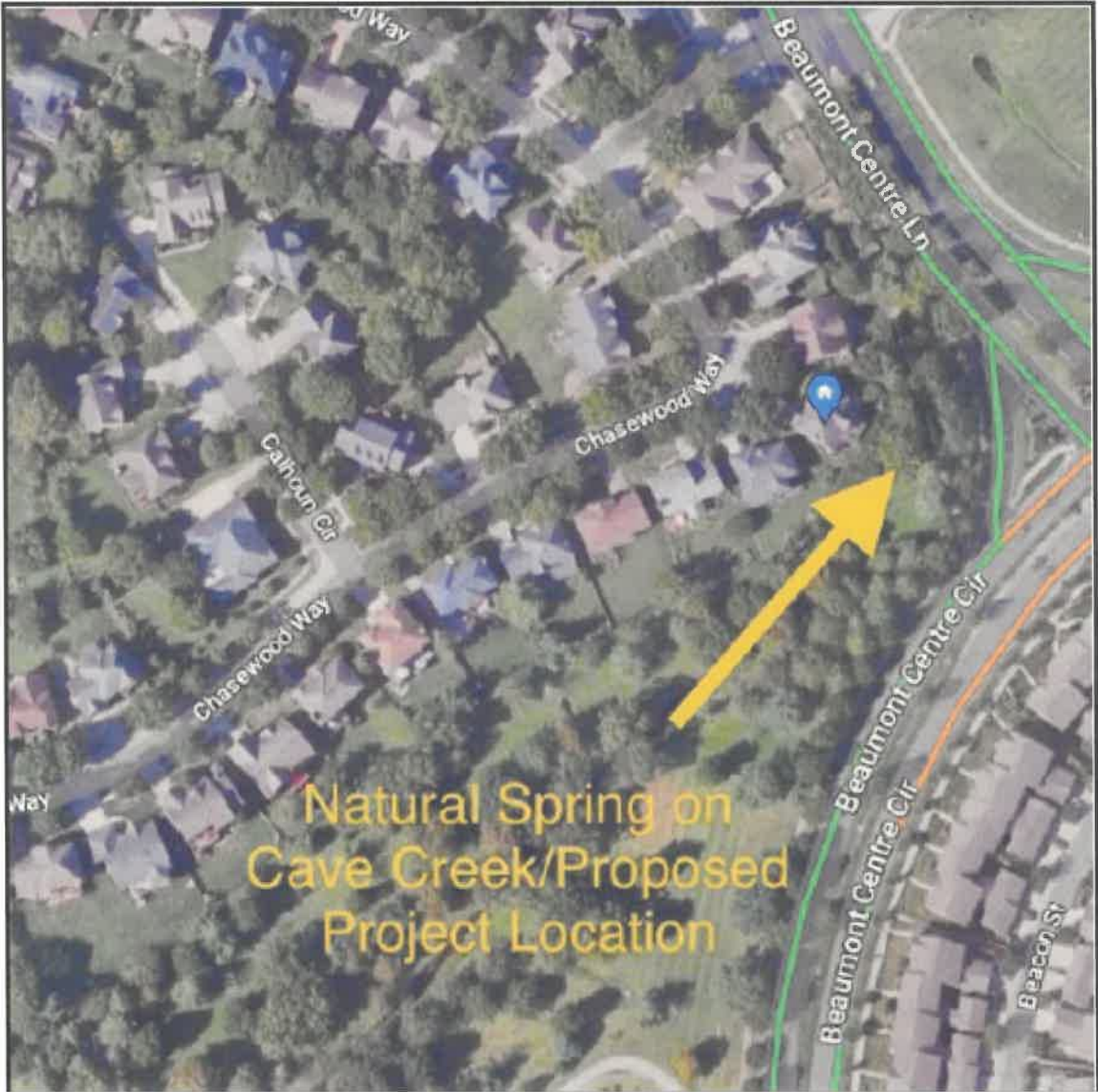
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

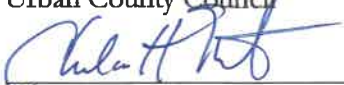
	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Invasive Removal	Bids	Cutting and piling honeysuckle; herbicide application to stumps	\$ 4,000.00 Per acre	1	\$ -	\$ 4,000.00	\$ 4,000.00
2	Plant Materials	Bids	Seed, shrubs, plants, tree whips and nursery stock/storm water trash mitigation screens	\$ 1,700.00 Per project	1	\$ -	\$ 1,700.00	\$ 1,700.00
3	Plant Materials	Beaumont Residential Association	Landscaping supplies, mulch, volunteer support materials	\$ 300.00 Per project	1	\$ -	\$ 300.00	\$ 300.00
4	Volunteer Time	Beaumont Residential Association	Follow-up control of honeysuckle/weeds; planting; mulching	\$ 7.25 Per hour	80	\$ 580.00	\$ -	\$ 580.00
5	Project Management	USDA Trained Conservation Officer/Licensed Professional Geologist	Project guidance, supervision and assistance/water quality testing and monitoring	\$ 35.00 Per hour	40	\$ 1,400.00	\$ -	\$ 1,400.00
6	Project Management	Christy Morris/Beaumont Residential Association	Key Steward Event Coordination, volunteer organization and planning	\$ 18.00 Per hour	15	\$ 270.00	\$ -	\$ 270.00
7	TOTAL PROJECT BUDGET:					\$2,250.00	\$6,000.00	\$8,250.00
8						ORGANIZATION	GRANT	
9						SHARE	SHARE	
10						27.3%	72.73%	

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)





TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 4, 2024

SUBJECT: Recommendation for an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Beaumont Residential Association, Inc.

Request

The purpose of this memorandum is to request approval of an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for Beaumont Residential Association, Inc., in the amount of \$6,000.00.

Purpose of Request

Grant funds will be used to improve water quality by maintaining and restoring riparian stream buffers along Cave Branch and its tributaries by engaging community leadership and volunteers in a coordinated, quality-assured effort. The project element will include educational signage marking stream buffer/spring & improvement areas with fiberglass posts and educational signage. The organization also intends to utilize social media, and email campaigns along with occasional media coverage to reach a wider audience and direct person-to-person connections with actual hands-on demonstration sites.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$6,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin / Albright



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO BEAUMONT RESIDENTIAL ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$6,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Beaumont Residential Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$6,000.00, be and hereby is approved for payment to Beaumont Residential Association, Inc., from account # 4052-303204-3373-78112, 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
0046-24:EPT:4869-2449-0654, v. 1

RESOLUTION NO. 034 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO BEAUMONT RESIDENTIAL ASSOCIATION, INC., FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$6,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to Beaumont Residential Association, Inc., for a stormwater quality project.

Section 2 – That an amount, not to exceed \$6,000.00, be and hereby is approved for payment to Beaumont Residential Association, Inc., from account # 4052-303204-3373-78112, 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: February 1, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

0046-24:EPT:4869-2449-0654, v. 1

GRANT AWARD AGREEMENT

Fiscal Year 2024 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 5th day of February, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **BEAUMONT RESIDENTIAL ASSOCIATION, INC., PO BOX 910098, LEXINGTON, KENTUCKY 40591**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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

- (1) The Government hereby grants the Grantee the sum of **\$6,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

(5) The Grant to the Grantee shall be disbursed in the following manner:

- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months from

the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Markenzie Stock
Deputy CLERK, URBAN COUNTY COUNCIL

Grantee Organization: BEAUMONT RESIDENTIAL ASSOCIATION, INC.
PO BOX 910098
LEXINGTON, KY 40591

BY: Paul M Stanley
NAME: PAUL M. STANLEY
TITLE: PRESIDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Paul Stanley, as the duly authorized representative for and on behalf of Beaumont Residential Association, on this the 19th day of December, 2023.

My commission expires: 06/12/2027.

Tamara Morgan Walters

NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Beaumont Residential Association, Inc.

GRANT PROGRAM

2024 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Beaumont Residential Association, Inc.
PO Box 910098
Lexington, KY 40591
KY Organization #0450491

PS

Organization President Paul Stanley
812-263-6184 (phone)
pspaulstanley@gmail.com (email)

Primary Project Contact & Project Manager: Christy Morris
859-608-2607 (phone)
christy6@me.com (email)

Secondary Project Contact & Co-Project Manager: Clark Allison
(606) 367-1612 (phone)
vonsealfarm@gmail.com (email)

Property Owner & Project Site Location: Beaumont Residential Association, Inc.
3201 Beaumont Centre Circle
Lexington, KY 40513

Contractor: Shield Environmental Associates, Inc.
948 Floyd Drive
Lexington, KY 40505

PROJECT PLAN ELEMENTS

All improvements shall be located at 3201 Beaumont Centre Circle shown in Figure 1, owned by Beaumont Residential Association, Inc. No other property or Right-of-Way shall be disturbed without the written permission from the property owner.

The goal of the Beaumont Neighborhood Stream Buffer Engagement Program is to improve water quality by maintaining and restoring riparian stream buffers along Cave Branch and its tributaries by engaging community leadership and volunteers in a coordinated, quality-assured effort.

Beaumont Neighborhood Stream Buffer Engagement Program plan of work involves 6 distinct project elements:

- 1) **Conducting stream walks** along portions of the stream and inviting area residents via e-mail, door-to-door flyers, postcards and/or neighbor-to-neighbor personal invitations. During stream walks there will be discussion about water quality, habitat and stream-side buffer issues and management strategies with the residents. Discussion to seek approval for a remediation plan for the stream from those participating.
- 2) **Planning Trash Cleanup Days.** This event incorporates usually light litter pickups and trash removal.
- 3) **Attacking Invasive Plants via bushwhacking parties.** Use hand tools to remove bush honeysuckle, garlic mustard, multi-flora rose, and Japanese Knot Weed. These activities

involve treating cut shrubs with herbicide in accordance with practices developed by the Invasive Plant Working Group. These activities are to provide neighborhood volunteers with firsthand experience in dealing with invasive plants.

- 4) **Follow up Native Plantings** using volunteers to install perennials, shrubs and trees according to a planting plan to acquaint neighborhood residents with appropriate plant choices.
- 5) **Bringing in the “Experts”** once the neighborhood fully understands the process, LFUCG, Neighbors United for South Elkhorn Creek and others can then proceed with full-scale invasive control and native plantings with newfound understanding and support from neighborhood leadership.
- 6) **Education** – Stormwater education will be provided to the residents and the general public as follows:
 - a. Clearly marking stream buffer/spring & improvement areas with fiberglass posts and educational signs.
 - b. Signage, Social Media, and Email Campaigns along with occasional media coverage will reach wider audiences.
 - c. Direct person-to-person connections with actual hands-on demonstration sites.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
 Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
 Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
 Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
 Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
 Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
 Stormwater, Mark Sanders – msanders@lexingtonky.gov

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. The Organization shall submit copies of the herbicide application plan to the LFUCG Grant Manager and the Division of Environmental Services prior to work beginning.
2. All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 - Eligible Expenses.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this

Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE/ CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any public or private utility areas.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
4. Applicant shall verify the need and ensure all permits are received (i.e., FEMA, Army Corps, KDOW, etc.) prior to any stream bank stabilization work.
5. Permanent education signage designs are to be approved by the Grant Manager or Administrator prior to production.
6. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
7. Applicant to provide letters of support for invasive clearing and buffer enhancement from property owners immediately adjacent to project area or provide property boundary survey.
8. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 27.3% cost share offered in the application (approximately \$2,250.00).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
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Conduct Stream Walks in new project areas	April 2024
Conduct Stream Clean Up and Trash Removal	April 2024
Conduct Invasive Plant Removal Work Days	April 2024
Conduct native plant installations	May 2024
Follow-up work days in existing riparian areas	May 2024
Conduct Stream Clean Up and Trash Removal	October 2024
Conduct Invasive Plant Removal Work Days	October 2024
Conduct native plant installations	October 2024
Follow-up work days in existing riparian areas	October 2024
Provide Project Final Report to LFUCG	Within 2 months of completion of construction

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

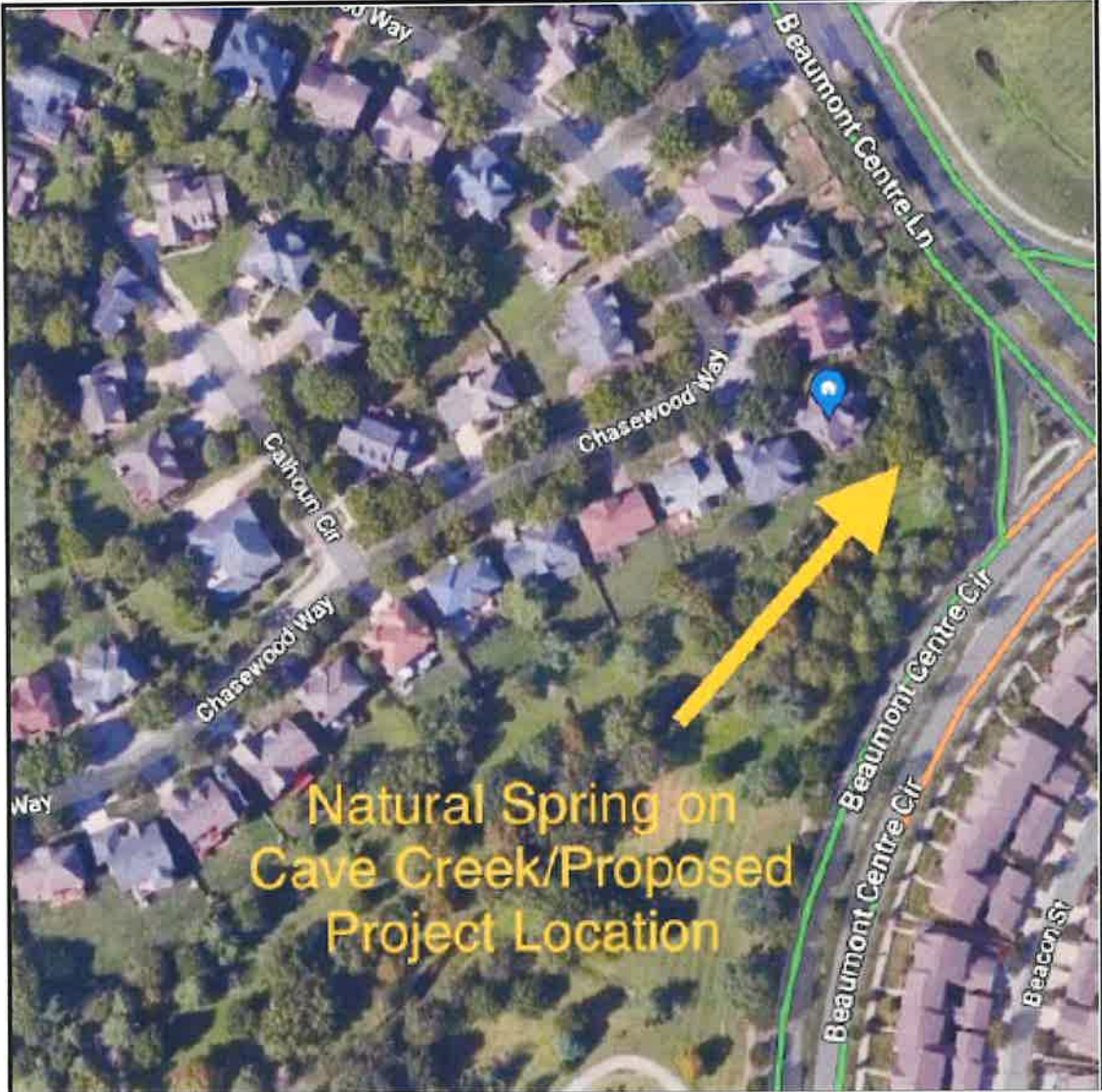
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	TYPE OF EXPENSE	PARTICIPANTS	ITEM	UNIT PRICE	QUANTITY	FUNDED BY ORGANIZATION	FUNDED BY GRANT	TOTAL EXPENSE
1	Invasive Removal	Bids	Cutting and piling honeysuckle; herbicide application to stumps	\$ 4,000.00 Per acre	1	\$ -	\$ 4,000.00	\$ 4,000.00
2	Plant Materials	Bids	Seed, shrubs, plants, tree whips and nursery stock/storm water trash mitigation screens	\$ 1,700.00 Per project	1	\$ -	\$ 1,700.00	\$ 1,700.00
3	Plant Materials	Beaumont Residential Association	Landscaping supplies, mulch, volunteer support materials	\$ 300.00 Per project	1	\$ -	\$ 300.00	\$ 300.00
4	Volunteer Time	Beaumont Residential Association	Follow-up control of honeysuckle/weeds; planting; mulching	\$ 7.25 Per hour	80	\$ 580.00	\$ -	\$ 580.00
5	Project Management	USDA Trained Conservation Officer/Licensed Professional Geologist	Project guidance, supervision and assistance/water quality testing and monitoring	\$ 35.00 Per hour	40	\$ 1,400.00	\$ -	\$ 1,400.00
6	Project Management	Christy Morris/Beaumont Residential Association	Key Steward Event Coordination, volunteer organization and planning	\$ 18.00 Per hour	15	\$ 270.00	\$ -	\$ 270.00
7	TOTAL PROJECT BUDGET:					\$2,250.00	\$6,000.00	\$8,250.00
8						ORGANIZATION SHARE	GRANT SHARE	
9						27.3%	72.73%	
10								

FIGURE 1 – MAP OF PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



BEAUMONT RESIDENTIAL ASSOCIATION, INC.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0049-24

File ID: 0049-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/09/2024

File Name: ZOLL replacement monitors and chargers

Final Action: 02/01/2024

Title: A Resolution authorizing the Div. of Fire and Emergency Services to purchase cardiac monitors, upgrades and batteries from ZOLL, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ZOLL, related to the procurement, at a cost not to exceed \$176,990.50. [Div. of Fire and Emergency Services, Wells]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: ZOLL Blue Sheet Memo -2024, ZOLL supporting documents_2024, ZOLL Sole Source Justification 2024, 49-24 4878-6825-0782 v.1.docx, R-035-2024

Enactment Number: R-035-2024

Deed #:

Hearing Date:

Drafter: Tammy James

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0049-24

Title

A Resolution authorizing the Div. of Fire and Emergency Services to purchase cardiac monitors, upgrades and batteries from ZOLL, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with ZOLL, related to the procurement, at a cost not to exceed \$176,990.50. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to establish ZOLL as a sole source provider for the purchase of cardiac monitors along with upgrading three existing cardiac monitors, and purchasing batteries and chargers to upgrade current equipment. This is part of the cardiac monitor's life cycle replacement plan for the div. with a total cost of \$176,990.50. Funds are Budgeted.

(L0049-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505702-5712-96709

This Fiscal Year Impact: \$176,990.50

Annual Impact: \$176,990.50

Project:

Activity:

Budget Reference: 2024

Current Balance: \$180,000.00



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: January 9, 2024
SUBJECT: Purchase Replacement ZOLL heart monitors and chargers

The Division of Fire and Emergency Services request authorization to purchase ZOLL cardiac monitors, upgrade three existing cardiac monitors, purchase of batteries and chargers to upgrade current equipment. This money is budgeted annually to ensure the cardiac monitors are replaced as part of a life cycle replacement plan.

Why are you requesting? The Division of Fire needs this due to the fact the cardiac monitors have a recommended life cycle and to maintain the replacement cycle the division budgets annually to replace three to four monitors along with ancillary equipment.

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

The cost for this FY is: \$176,990.50

The cost for future FY is: \$190,000.00

Are the funds budgeted? Yes

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

File Number:

Director/Commissioner: Wells/Armstrong



**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Quote No: Q-70465 Version: 2

Lexington Fire Department
219 East Third Street
Lexington, KY 40508

ZOLL Customer No: 7394

Keaton Reeves
2703382474
reevesk@lexingtonky.gov

Quote No: Q-70465

Version: 2

Issued Date: December 1, 2023
Expiration Date: December 31, 2023

Terms: NET 30 DAYS

FOB: Shipping Point

Freight: Prepay & Add

Prepared by: Dione Amirkhan
EMS Territory Manager
damirkhan@zoll.com
502-419-6030

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •	3	\$52,644.00	\$36,624.50	\$109,873.50
2		8300-000676	OneStep Cable, X Series	3	\$544.00	\$379.50	\$1,138.50

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-70465 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3		8009-0020	CPR-D-padz and CPR Stat Padz Connector	3	\$471.00	\$328.50	\$985.50
4		REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	3	\$63.00	\$43.50	\$130.50
5		REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector	3	\$63.00	\$43.50	\$130.50
6		REUSE-09-2MQ	Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector	3	\$63.00	\$43.50	\$130.50
7		8000-000151	RD Rainbow SET MD20-04 EMS Patient Cable, 4ft	3	\$299.00	\$208.50	\$625.50
8		8000-000862	LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft	3	\$1,080.00	\$717.50	\$2,152.50
9		8000-000863	LNCS-II Rainbow DCIP 8λ SpCO Pediatric Sensor, 3ft	3	\$1,080.00	\$717.50	\$2,152.50
10		8000-0580-01	Six Hour Rechargeable, SurePower II Smart Battery	30	\$957.00	\$395.50	\$11,865.00
11		8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	8	\$3,304.00	\$2,304.75	\$18,438.00
12		8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	10	\$1,209.00	\$967.20	\$9,672.00
13		8000-000393-01	X Series Carry Case, Premium	4	\$424.00	\$424.00	\$1,696.00
14		7508-000035-01	X Series Advanced Upgrade Kit - NIBP, Pacing without Microphone	3	\$6,935.00	\$6,000.00	\$18,000.00

Subtotal: \$176,990.50

Total: \$176,990.50

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.

**ZOLL Medical Corporation**

269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Lexington Fire Department
Quote No: Q-70465 Version: 2

2. This Quote expires on December 31, 2023. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the customer)

☐ Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

☐ Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

☐ Yes PO Number: _____ PO Amount: _____
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

☐ No (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Lexington Fire Department

Authorized Signature:

Name: _____
Title: _____
Date: _____



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,499-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Eddie Crews Division/Dept Fire
Phone 231-5644 Email crewse@lexingtonky.gov

Type of Purchase: () Goods/Materials/Equipment () Services

Cost: \$176,990.50

Sole Source Request for the Purchase of: Zoll Cardiac Monitor
purchase

☐ One Time Purchase ☒ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Zoll Medical Corporation
Contact Name Dione Amirkhan
Address 269 Mill Rd Chelmsford, MA 01824
Phone (502) 419-6030 Email damirkhan@zoll.com

STATEMENT OF NEED: (Add additional pages as needed)



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

Zoll cardiac monitors are the only issued cardiac monitor used by the Lexington Fire Department. All personnel are trained in their use. This product has been used by the Lexington Fire Department for over 20 years.

2. Below are eligible reasons for sole source. Check one and describe.

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☒ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-



LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. Describe efforts to find other vendors or consultants (i.e. phone inquiries, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

No other vendor offers the configuration of this cardiac monitor

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

Price is quoted with a discount

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

Price is quoted with credit for trade in units that are no longer FDA approved

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE CARDIAC MONITORS, UPGRADES AND BATTERIES FROM ZOLL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZOLL, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$176,990.50.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase cardiac monitors, upgrades and batteries from Zoll., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Zoll, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$176,990.50 be and hereby is approved for payment to Zoll., from the following account #1101-505702-96709.

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

0049-24:MRS:4878-6825-0782, v. 1

RESOLUTION NO. 035 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE CARDIAC MONITORS, UPGRADES AND BATTERIES FROM ZOLL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ZOLL, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$176,990.50.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase cardiac monitors, upgrades and batteries from Zoll., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Zoll, related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$176,990.50 be and hereby is approved for payment to Zoll., from the following account #1101-505702-96709.

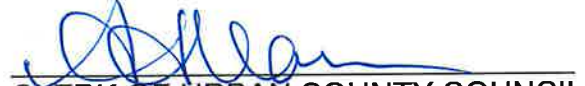
Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL
0049-24:MRS:4878-6825-0782, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0051-24

File ID: 0051-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/09/2024

File Name: Amendment to RJEC Ordinance

Final Action: 02/01/2024

Title: An Ordinance amending Sections 2-519 and 2-526 of the Code of Ordinances, changing the name of the Racial Justice and Equality Commission to "Racial Justice and Equity Commission." [Mayor's Office, Brown]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: Amendment to RJEC Ordinance (draft 11-9-23),
Racial Justice and Equity Commission blue sheet,
0051-24 (RJEC Commission Name Change)
4892-4421-6727 v.2.doc, O-016-2024

Enactment Number: O-016-2024

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0051-24

Title

An Ordinance amending Sections 2-519 and 2-526 of the Code of Ordinances, changing the name of the Racial Justice and Equality Commission to "Racial Justice and Equity Commission." [Mayor's Office, Brown]

Summary

Authorization to amend Sections 2-519 and 2-526 of the Code of Ordinances, changing the name of the "Racial Justice and Equality Commission" to "Racial Justice and Equity Commission". (L0051-24) (Brown/Scott)

Budgetary Implications [select]: No

Advance Document Review:

Law: { Select Yes, Completed by [Ashleigh Bailey, 1/9/2024]}

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:

ORDINANCE NO. _____ -2023

AN ORDINANCE AMENDING SECTIONS 2-519 AND 2-526 OF THE CODE OF ORDINANCES, CHANGING THE NAME OF THE RACIAL JUSTICE AND EQUALITY COMMISSION TO “RACIAL JUSTICE AND EQUITY COMMISSION.”

WHEREAS, equality is one of the central principles of democracy and is based on the belief that all people should have the same opportunities to be successful and have a productive, enjoyable life. Equality is rooted in fairness since it is linked to another American ideal, that of meritocracy; and

WHEREAS, equity recognizes that everyone doesn’t begin in the same place in society. Some people face adverse conditions and circumstances making it more challenging with the same effort to achieve the same goals. Equity advocates for those who may have been historically disadvantaged, making it difficult for them to be successful; and

WHEREAS, what is “fair” as it relates to equity isn’t a question of what is the same but rather the point from which a person begins. Equity takes into account historical and other factors in determining what is fair; and

WHEREAS, Equity is a systemic endeavor, resulting in equitable opportunities and outcomes where race or ethnicity can no longer be used to predict life outcomes, and outcomes for all groups are improved; and

WHEREAS, the Racial Justice and Equality Commission desires to recognize this distinction and amend its name to the “Racial Justice and Equity Commission”.

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

Section 1 – That Section 2-519 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) A commission is hereby created which shall be known as "Racial Justice and Equity Commission." [~~“Racial Justice and Equality Commission.”~~]
- (2) The focus areas of the commission shall be:
 - a. Health Disparities;
 - b. Law Enforcement, Justice and Accountability;
 - c. Housing and Gentrification;
 - d. Racial Equity [~~Equality~~];
 - e. Education and Economic Opportunity.

Section 2 – That Section 2-526 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) The commission shall not have the power to directly operate any program.
- (2) The commission shall make recommendations and advise the mayor and urban council for purposes of developing racial justice and equity [~~equality~~] within the city.
- (3) The commission shall set goals, develop strategies for reaching their goals, and create methods to measure progress towards their goals.

- (4) The commission shall create an annual report detailing the effects and successes of their efforts and outlining a plan for the upcoming year.
- (5) The commission shall engage with citizen groups for the purpose of soliciting community feedback.
- (6) The commission may request information or assistance from departments and divisions of the government to assist the commission with its duties.

Section 3 – That this Ordinance shall become effective upon its date of passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

XXXX:ANB\Cases\MAYOR\23-CC0289\LEG\00795615.DOC



TO: Mayor Linda Gorton
Urban County Council

FROM: Tiffany Brown, Equity and Implementation Officer

CC:

DATE: January 16, 2024

SUBJECT: Amendment to Ordinance No. 063-2021

Request Council to authorize an amendment to ordinance 063-2021, modifying the name of the Racial Justice and Equality Commission removing the word Equality and replacing it with the word Equity.

The current Racial Justice and Equality Commission is requesting this change because of the fundamental differences in approach and outcomes. Equality is rooted in fairness since it is linked to another American ideal, that of meritocracy while, equity is a systemic endeavor, resulting in equitable opportunities and outcomes where race or ethnicity can no longer be used to predict life outcomes, and outcomes for all groups are improved.

There is no budget impact.

File Number: 0051-24

Director/Commissioner: Brown,T.



AN ORDINANCE AMENDING SECTIONS 2-519 AND 2-526 OF THE CODE OF ORDINANCES, CHANGING THE NAME OF THE RACIAL JUSTICE AND EQUALITY COMMISSION TO “RACIAL JUSTICE AND EQUITY COMMISSION.”

WHEREAS, equality is one of the central principles of democracy and is based on the belief that all people should have the same opportunities to be successful and have a productive, enjoyable life. Equality is rooted in fairness since it is linked to another American ideal, that of meritocracy; and

WHEREAS, equity recognizes that everyone doesn’t begin in the same place in society. Some people face adverse conditions and circumstances making it more challenging with the same effort to achieve the same goals. Equity advocates for those who may have been historically disadvantaged, making it difficult for them to be successful; and

WHEREAS, what is “fair” as it relates to equity isn’t a question of what is the same but rather the point from which a person begins. Equity takes into account historical and other factors in determining what is fair; and

WHEREAS, the Racial Justice and Equality Commission desires to recognize this distinction and amend its name to the “Racial Justice and Equity Commission”.

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

Section 1 – That Section 2-519 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) A commission is hereby created which shall be known as "Racial Justice and Equity Commission."
- (2) The focus areas of the commission shall be:
 - a. Health Disparities;
 - b. Law Enforcement, Justice and Accountability;
 - c. Housing and Gentrification;
 - d. Racial Equity;
 - e. Education and Economic Opportunity.

Section 2 – That Section 2-526 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) The commission shall not have the power to directly operate any program.
- (2) The commission shall make recommendations and advise the mayor and urban council for purposes of developing racial justice and equity within the city.
- (3) The commission shall set goals, develop strategies for reaching their goals, and create methods to measure progress towards their goals.
- (4) The commission shall create an annual report detailing the effects and successes of their efforts and outlining a plan for the upcoming year.
- (5) The commission shall engage with citizen groups for the purpose of soliciting community feedback.
- (6) The commission may request information or assistance from departments and divisions of the government to assist the commission with its duties.

Section 3 – That this Ordinance shall become effective upon its date of passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
0051-24:ANB:4892-4421-6727, v. 2

AN ORDINANCE AMENDING SECTIONS 2-519 AND 2-526 OF THE CODE OF ORDINANCES, CHANGING THE NAME OF THE RACIAL JUSTICE AND EQUALITY COMMISSION TO "RACIAL JUSTICE AND EQUITY COMMISSION."

WHEREAS, equality is one of the central principles of democracy and is based on the belief that all people should have the same opportunities to be successful and have a productive, enjoyable life. Equality is rooted in fairness since it is linked to another American ideal, that of meritocracy; and

WHEREAS, equity recognizes that everyone doesn't begin in the same place in society. Some people face adverse conditions and circumstances making it more challenging with the same effort to achieve the same goals. Equity advocates for those who may have been historically disadvantaged, making it difficult for them to be successful; and

WHEREAS, what is "fair" as it relates to equity isn't a question of what is the same but rather the point from which a person begins. Equity takes into account historical and other factors in determining what is fair; and

WHEREAS, the Racial Justice and Equality Commission desires to recognize this distinction and amend its name to the "Racial Justice and Equity Commission".

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

Section 1 – That Section 2-519 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) A commission is hereby created which shall be known as "Racial Justice and Equity Commission."
- (2) The focus areas of the commission shall be:
 - a. Health Disparities;
 - b. Law Enforcement, Justice and Accountability;
 - c. Housing and Gentrification;
 - d. Racial Equity;
 - e. Education and Economic Opportunity.

Section 2 – That Section 2-526 of the Lexington-Fayette Urban County Government Code of Ordinances be and hereby is amended to read as follows:

- (1) The commission shall not have the power to directly operate any program.
- (2) The commission shall make recommendations and advise the mayor and urban council for purposes of developing racial justice and equity within the city.
- (3) The commission shall set goals, develop strategies for reaching their goals, and create methods to measure progress towards their goals.
- (4) The commission shall create an annual report detailing the effects and successes of their efforts and outlining a plan for the upcoming year.
- (5) The commission shall engage with citizen groups for the purpose of soliciting community feedback.
- (6) The commission may request information or assistance from departments and divisions of the government to assist the commission with its duties.

Section 3 – That this Ordinance shall become effective upon its date of passage.

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: February 8, 2024 -lt
0051-24:ANB:4892-4421-6727, v. 2



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0064-24

File ID: 0064-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 017-2024

In Control: Urban County
Council

File Created: 01/11/2024

File Name: Bluegrass Crime Stoppers - Agreement of Affiliation

Final Action: 02/01/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement of Affiliation with Bluegrass Crime Stoppers, Inc., for funding of a \$1.00 fee added to court costs, at no cost to the government. [Div. of Police, Weathers]

Notes: In office 1/17/2024. MS

Stamped and filed in the CCO. Returned to Renita 2/4/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: Cover Memo - Bluegrass Crime Stoppers, Inc. - Agreement of Affiliation, Bluegrass Crime Stoppers - Agreement of Affiliation, Res #019-2022, 64-24 4865-7620-8286 v.1.doc, R-036-2024, Contract #017-2024

Enactment Number: R-036-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0064-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement of Affiliation with Bluegrass Crime Stoppers, Inc., for funding of a \$1.00 fee added to court costs, at no cost to the government. [Div. of Police, Weathers]

Summary

Authorization to accept an Agreement of affiliation with the Bluegrass Crime Stoppers, Inc. This Agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county to enter into a written Agreement with the governing body of that county whereby the crime stoppers organization May be funded in part by a \$1.00 fee added to court costs collected in that county. No Budgetary impact. (L0064-24)
(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 1/11/2024

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: \$ -0-

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance:



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: January 11, 2024

SUBJECT: Agreement of Affiliation – Bluegrass Crime Stoppers, Inc.

Request

Authorization to accept the Agreement of Affiliation with Bluegrass Crime Stoppers, Inc.

Why are you requesting?

This agreement (pursuant to KRS Chapter 431) allows for the Crime Stoppers organization operating in a county to enter into a written agreement with the governing body of that county whereby the Crime Stoppers organization may be funded in part by a \$1.00 fee added to court costs collected in that county. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter. The Lexington Police Department is requesting approval from the Urban County Council to authorize Mayor Linda Gorton to sign the attached agreement. Upon signing, please forward a copy to the Chief's Office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A

File Number: 0064-24

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

LBW/rmh

RENEWED AGREEMENT OF AFFILIATION

THIS AGREEMENT made and entered into this 8th day of December, 2023, by and between BLUEGRASS CRIME STOPPERS, INC. of 150 E. Main Street, Lexington, Fayette County, Kentucky ("Crime Stoppers"), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, the governing body of Lexington and Fayette County, Kentucky ("LFUCG").

WITNESSETH:

THAT, WHEREAS, pursuant to KRS Chapter 431 (effective July 15, 1998), a crime stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a \$1.00 fee added to court costs collected in that county; and

WHEREAS, Crime Stoppers and LFUCG are desirous of renewing their previous agreement under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, plus other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Crime Stoppers shall provide to the Urban County Department of Police, the Fayette County Sheriff's Office and other such law enforcement agencies, that may operate within Fayette County, Kentucky, all such services and assistance as is customarily rendered by a crime stoppers board, including but not limited to, accepting information from informants and providing such information to law enforcement agencies, paying cash rewards to such informants where appropriate, advertising such services, providing educational and informational services to the public and promoting the general welfare of the community.
2. Crime Stoppers shall be entitled to receive a One Dollar (\$1.00) fee to be added to all court costs collected in Fayette County, Kentucky, from every person who is:
 - a. Convicted of any misdemeanor or violation, other than a violation of KRS Chapters 186, 187, 188, 189 or 189A; and
 - b. Sentenced to pay a fine for the misdemeanor or violation, regardless of whether the person is also incarcerated or whether the fine is suspended, waived, or otherwise not imposed.
3. Crime Stoppers shall account annually to the LFUCG for all the funds raised by its organization from all sources and all funds expended by the organization for any purpose. All sources of funds raised may be identified generically rather than by name. Nothing herein shall be deemed to require Crime Stoppers to divulge the amounts of individual rewards nor the identity of any person to whom a reward was paid. Crime Stoppers may use the funds received pursuant to this agreement for any purpose authorized by KRS 431.575.
4. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter.
5. The Clerk of the LFUCG City Council shall cause a copy of this agreement to be provided to the Fayette Circuit Court pursuant to law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this the day and year first written above.

BLUEGRASS CRIME STOPPERS, INC.

BY: 

ITS: Bous CHAIR / PRESIDENT

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
MAYOR

RESOLUTION NO. 019 -2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BLUEGRASS CRIME STOPPERS INC., FOR COURT COST FUNDING.

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 Crime Stoppers, Inc., for court cost funding.

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

PASSED URBAN COUNTY COUNCIL: January 27, 2022



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0010-2022 MRSX:\Cases\POLICE\22-LE0003\LEG\00746432.DOCX

RENEWED AGREEMENT OF AFFILIATION

THIS AGREEMENT is made and entered into this 8th day of December 2021, by and between BLUEGRASS CRIME STOPPERS, INC. of 150 E. Main Street, Lexington, Fayette County, Kentucky ("Crime Stoppers"), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, the governing body of Lexington and Fayette County, Kentucky ("LFUCG").

WITNESSETH:

THAT, WHEREAS, pursuant to KRS Chapter 431 (effective July 15, 1998), a crime stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a \$1.00 fee added to court costs collected in that county; and

WHEREAS, Crime Stoppers and LFUCG are desirous of renewing their previous agreement under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, plus other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Crime Stoppers shall provide to the Urban County Department of Police, the Fayette County Sheriff's Office and other such law enforcement agencies, that may operate within Fayette County, Kentucky, all such services and assistance as is customarily rendered by a crime stoppers board, including, but not limited to, accepting information from informants and providing such information to law enforcement agencies, paying cash rewards to such informants providing such information to law enforcement agencies, paying cash rewards to such informants where appropriate, advertising such services, providing educational and informational services to the public and promoting the general welfare of the community.

2. Crime Stoppers shall be entitled to receive a One Dollar (\$1.00) fee to be added to all court costs collected in Fayette County, Kentucky, from every person who is:

(a) Convicted of any misdemeanor or violation, other than a violation of KRS Chapters 186, 187, 188, 189 or 189A; and

(b) Sentenced to pay a fine for the misdemeanor or violation, regardless of whether the person is also incarcerated or whether the fine is suspended, waived or otherwise not imposed.

3. Crime Stoppers shall account annually to the LFUCG for all funds raised by its organization from all sources and all funds expended by the organization for any purpose. All sources of funds raised may be identified generically rather than by name. Nothing herein shall be deemed to require Crime Stoppers to divulge the amounts of individual rewards nor the identity of any person to whom a reward was paid. Crime Stoppers may use the funds received pursuant to this agreement for any purpose authorized by KRS 431.575.

4. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter.

5. The Clerk of the LFUCG City Council shall cause a copy of this agreement to be provided to the Fayette County Clerk for notice to the Fayette Circuit Court pursuant to law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this the day and year
first above written.

BLUEGRASS CRIME STOPPERS, INC.

BY: Katrina J. May

ITS: Chairperson

LEXINGTON-FAYETTE, URBAN COUNTY GOVERNMENT

BY: Linda Gorton

MAYOR

Diane\c\daF\ag\Bluegrass Crime Stoppers
Renewed Ag. of Affiliation

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT OF AFFILIATION WITH BLUEGRASS CRIME STOPPERS, INC., FOR FUNDING OF A \$1.00 FEE ADDED TO COURT COSTS, AT NO COST TO THE 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 and directed to execute the agreement of affiliation, which is attached hereto and incorporated herein by reference, with Bluegrass Crime Stoppers, Inc., for funding of a \$1.00 fee added to court costs at no cost to the Government.

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
0064-24:MRS:4865-7620-8286, v. 1

RESOLUTION NO. 036-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT OF AFFILIATION WITH BLUEGRASS CRIME STOPPERS, INC., FOR FUNDING OF A \$1.00 FEE ADDED TO COURT COSTS, AT NO COST TO THE 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 and directed to execute the agreement of affiliation, which is attached hereto and incorporated herein by reference, with Bluegrass Crime Stoppers, Inc., for funding of a \$1.00 fee added to court costs at no cost to the Government.

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0064-24:MRS:4865-7620-8286, v. 1

RENEWED AGREEMENT OF AFFILIATION

THIS AGREEMENT made and entered into this 8th day of December, 2023, by and between BLUEGRASS CRIME STOPPERS, INC. of 150 E. Main Street, Lexington, Fayette County, Kentucky ("Crime Stoppers"), and the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, the governing body of Lexington and Fayette County, Kentucky ("LFUCG").

WITNESSETH:

THAT, WHEREAS, pursuant to KRS Chapter 431 (effective July 15, 1998), a crime stoppers organization operating in a county may enter into a written agreement with the governing body of that county whereby the crime stoppers organization may be funded in part by a \$1.00 fee added to court costs collected in that county; and

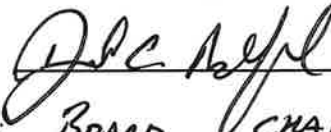
WHEREAS, Crime Stoppers and LFUCG are desirous of renewing their previous agreement under the following terms and conditions:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, plus other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Crime Stoppers shall provide to the Urban County Department of Police, the Fayette County Sheriff's Office and other such law enforcement agencies, that may operate within Fayette County, Kentucky, all such services and assistance as is customarily rendered by a crime stoppers board, including but not limited to, accepting information from informants and providing such information to law enforcement agencies, paying cash rewards to such informants where appropriate, advertising such services, providing educational and informational services to the public and promoting the general welfare of the community.
2. Crime Stoppers shall be entitled to receive a One Dollar (\$1.00) fee to be added to all court costs collected in Fayette County, Kentucky, from every person who is:
 - a. Convicted of any misdemeanor or violation, other than a violation of KRS Chapters 186, 187, 188, 189 or 189A; and
 - b. Sentenced to pay a fine for the misdemeanor or violation, regardless of whether the person is also incarcerated or whether the fine is suspended, waived, or otherwise not imposed.
3. Crime Stoppers shall account annually to the LFUCG for all the funds raised by its organization from all sources and all funds expended by the organization for any purpose. All sources of funds raised may be identified generically rather than by name. Nothing herein shall be deemed to require Crime Stoppers to divulge the amounts of individual rewards nor the identity of any person to whom a reward was paid. Crime Stoppers may use the funds received pursuant to this agreement for any purpose authorized by KRS 431.575.
4. This agreement shall be valid for a period of two (2) years and may be renewed by mutual agreement of the parties hereto thereafter.
5. The Clerk of the LFUCG City Council shall cause a copy of this agreement to be provided to the Fayette Circuit Court pursuant to law.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this the day and year first written above.

BLUEGRASS CRIME STOPPERS, INC.

BY: 
ITS: Board Chair / President

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: 
MAYOR



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0065-24

File ID: 0065-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County
Council

File Created: 01/11/2024

File Name: Kentucky Avenue Speed Tables

Final Action: 02/01/2024

Title: A Resolution authorizing and directing the Div. of Traffic Engineering to install four (4) speed tables on Ky. Ave. between East Main Street and East High Street per guidelines in the Neighborhood Traffic Management Program, once the neighborhood matches are received, at a cost not to exceed \$20,000. [Div. of Traffic Engineering, Neal]

Notes: Conditional approval of four (4) speed tables between Main and High Streets following the rules of the NTMP.

Sponsors:

Enactment Date: 02/01/2024

Attachments: Blue Sheet Memo__Kentucky Avenue Speed
Tables.pdf, Kentucky Ave Blue Sheet Memo.pdf,
0065-24 4889-5374-7614 v.1.doc, R-037-2024

Enactment Number: R-037-2024

Deed #:

Hearing Date:

Drafter: J. Neal

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0065-24

Title

A Resolution authorizing and directing the Div. of Traffic Engineering to install four (4) speed tables on Ky. Ave. between East Main Street and East High Street per guidelines in the Neighborhood Traffic Management Program, once the neighborhood matches are received, at a cost not to exceed \$20,000. [Div. of Traffic Engineering, Neal]

Summary

Authorization to install four (4) speed tables on Kentucky Avenue between E. Main Street and E. High Street per guidelines in the Neighborhood Traffic Management Program (NTMP), once the neighborhood match of \$18,000 is received. NTMP funds total \$2,000 for a total cost not to exceed \$20,000. (L0065-24) (Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: BA to follow for matching neighborhood funds

Account Number: 1136-303602-3602-91614

This Fiscal Year Impact: \$20,000

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance: \$87,774.50



TO: Mayor Linda Gorton
Urban County Council

FROM: 
Jeffery Neal, Director
Division of Traffic Engineering

DATE: January 11, 2024

SUBJECT: Speed Tables – Kentucky Avenue (E. Main Street to E. High Street)

Request

Authorization to install four (4) speed tables on Kentucky Avenue between E. Main Street and E. High Street once the neighborhood match is received.

Why are you requesting?

Kentucky Avenue was evaluated through the Neighborhood Traffic Management Program (NTMP) and met or exceeded criteria for consideration of Type II traffic calming treatments. A ballot confirmed a majority of the owners support installing speed table(s) in an effort to reduce speeds along the corridor.

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

The cost for this FY is: \$20,000 (\$2,000 NTMP funds plus \$18,000 neighborhood match of 90%)
The cost for future FY is: \$0.00

Are the funds budgeted?

Yes. 1136-303602-3602-91614 Traffic Devices (NTMP)
TBD. Future Budget Amendment for neighborhood match.

File Number:

Director/Commissioner: Neal/Albright





MEMORANDUM

TO: Jeffery Neal, PE
Director of Traffic Engineering, Division of Traffic Engineering

FROM: Grace N. Foley, P.E.
Traffic Engineer Senior, Division of Traffic Engineering

DATE: January 11, 2023

SUBJECT: Kentucky Avenue Blue Sheet Request

Project: **Kentucky Avenue Speed Tables**
Council District 03

Request: Authorization to install four speed tables on Kentucky Avenue between East Main Street and East High Street contingent on receipt of sponsor share of funding.

Kentucky Avenue was evaluated through the Neighborhood Traffic Management Program (NMTP) and met or exceeded criteria for consideration of Type II traffic calming treatments. A ballot confirmed a majority of the owners support installing speed tables.

Project Total: \$ 20,000 for FY2024
\$ 0 for Future FY

Budgeted Funds: \$ 18,000 from Sponsor
\$ 2,000 from NTMP Funds

Attached: Kentucky Avenue Ballot Letter, Kentucky Avenue Ballot Results

cc: Hannah LeGris, 3rd District Councilmember
Nancy Albright, PE, Commissioner of Environmental Quality & Public Works
Jim Woods, PE, PLS, Deputy Director of Traffic Engineering
Felicia Arms, Administrative Specialist Senior
Hannah Eiden, Legislative Aide to CM LeGris





September 15, 2023

Dear Property Owner,

This letter is to notify you of the status of Neighborhood Traffic Management Program (NTMP) proposal in your area. A successful NTMP petition and subsequent traffic study were completed in the past year to evaluate and determine the applicability of traffic calming techniques to mitigate a neighborhood traffic problem. The specific problem listed on the NTMP petition was “speeding motorists, excessive traffic volumes, and motorcycles using [Kentucky Avenue] as personal drag strip” between East Main Street and East High Street. The representative for your street chose speed tables as the preferred calming method.

Included with this letter is a postage paid ballot card. This card provides each property owner an equal opportunity to vote. In order for your vote to be counted, please mark your vote, include your name and ballot related property address, and return the ballot card by the close of business on Friday, October 6, 2023. Ballot cards not returned or received after this date are counted as “No” votes.

Based on the traffic analysis and roadway geometry, the Division of Traffic Engineering proposes the installation of four (4) asphalt speed tables at the following locations:

- | | |
|-----------------------------|----------------------------|
| A. 113A/120 Kentucky Avenue | B. 145/146 Kentucky Avenue |
| C. 161 Kentucky Avenue | D. 179/181 Kentucky Avenue |



Proposed Speed Table Locations for Kentucky Avenue

The following are details specific to this project:

- The neighborhood’s share of the project cost is 90% of the overall cost which is a onetime cost of \$18,000 per the NTMP guidelines.
 - LFUCG Traffic Engineering is providing 10% of the overall cost which is \$2,000.
 - The cost per speed table is \$5,000.
- The cost share is voluntary and is not formally assessed against the properties in the study area. Speed tables will not be built, however, until this cost share amount is provided to LFUCG Traffic Engineering.
- Asphalt speed tables may be constructed on Kentucky Avenue if at least 51% of the property owners in the study area return ballot cards voting “Yes”. As there are 43 properties in the study area, a minimum of 22 “Yes” votes must be received for the proposal to move forward.



- Speed tables are different from speed bumps or speed humps. Speed tables have an approximate height of 3½ inches and would be approximately 22 feet long from front to back.
- Speed tables are constructed across the entire width of the street with modifications to allow storm water drainage to flow around them.
- Speed tables do not impact city services such as waste collection or snow plowing.
- Speed tables are designed for vehicle speeds in the 20-25 mph range.
- The proposed locations were determined after a field review of utility access covers, storm water inlets, and driveways.

Please note that the Division of Fire & Emergency Services is in opposition to any speed tables. Speed tables would cause delay and add time to their response in the event of an emergency call. Also, speed tables can be the cause of unwanted fire apparatus damage, leading to repairs funded by tax dollars.

Should you have any questions or want to obtain a copy of the traffic study, contact Brian Knapp with LFUCG's Division of Traffic Engineering.

Sincerely,



Brian C. Knapp, PE, PLS
Traffic Engineer Manager
 Division of Traffic Engineering
 (859) 258-3480
bknapp@lexingtonky.gov

cc: Hannah LeGris, 3rd District Councilmember
 Nancy Albright, PE, Commissioner of Environmental Quality & Public Works
 Jeffery Neal, PE, Director of Traffic Engineering
 Jim Woods, PE, PLS, Deputy Director of Traffic Engineering
 Greg Lengal, Captain, Division of Fire & Emergency Services
 Christopher Van Brackel, Lieutenant, Division of Police
 Hannah Eiden, Legislative Aide to CM LeGris





November 13, 2023

Ms. LinaJean Armstrong
121 Kentucky Avenue
Lexington, KY 40502-1718

Dear Ms. Armstrong,

Petition cards were sent from Traffic Engineering via certified mail to the property owners on Kentucky Avenue between East Main Street and East High Street soliciting a response for or against the installation of 4-speed tables on Kentucky Avenue. The letters were mailed on or around September 15th and a response was requested by Friday, October 6th.

A total of 43 postage-paid petition cards, letters, and proposed speed table location maps were mailed to all the property owners on Kentucky Avenue.

As of the morning of Thursday, November 9th, one mailing was undeliverable and 29 ballot cards were returned with votes. As one mailing was undeliverable, the total of eligible votes was reduced to the adjusted total of 42 votes.

Of the 29 petition cards returned:

- 22 votes, or 52% of the adjusted total, were in favor of the installation of speed tables.
- 7 votes, or 17% of the adjusted total, were opposed to the installation of speed tables.

With 52% of the votes cast in favor of installing speed tables, the required minimum of 51% approval of the proposed action is satisfied and the proposal to install speed tables on Kentucky Avenue passes. **Therefore, Traffic Engineering recommends the installation of speed tables on Kentucky Avenue per NTMP guidelines.**

If you have any questions, please give us a call.

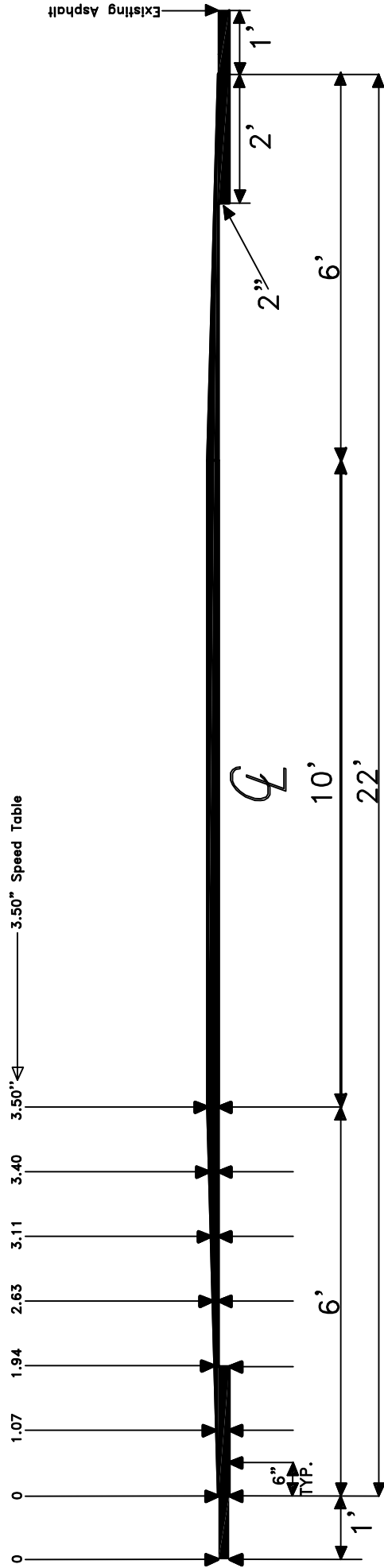
Sincerely,

Jeffery Neal
Director
Division of Traffic Engineering
(859) 258-3830
TE_Admin@lexingtonky.gov

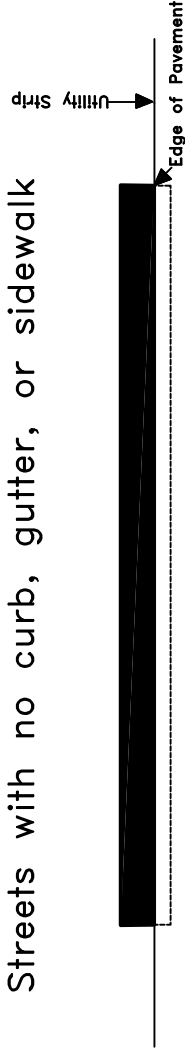
CC: Hannah LeGris, 3rd District Councilmember
Hannah Eiden, Legislative Aide to CM LeGris
Nancy Albright, PE, Commissioner of Environmental Quality & Public Works
Brian Knapp, PE, PLS, Construction Manager of Environmental Quality & Public Works
Jim Woods, PE, PLS, Deputy Director of Traffic Engineering
Grace Foley, PE, Traffic Engineer Sr.
Greg Lengal, Captain, Division of Fire & Emergency Services
Christopher Van Brackel, Lieutenant, Division of Police

22' SPEED TABLE CROSS-SECTION

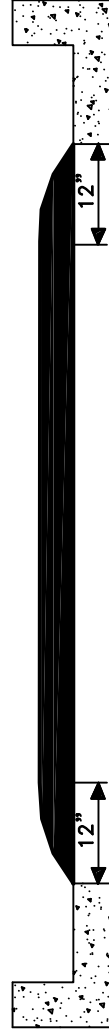
Speed Table cross-section along street



Streets with no curb, gutter, or sidewalk



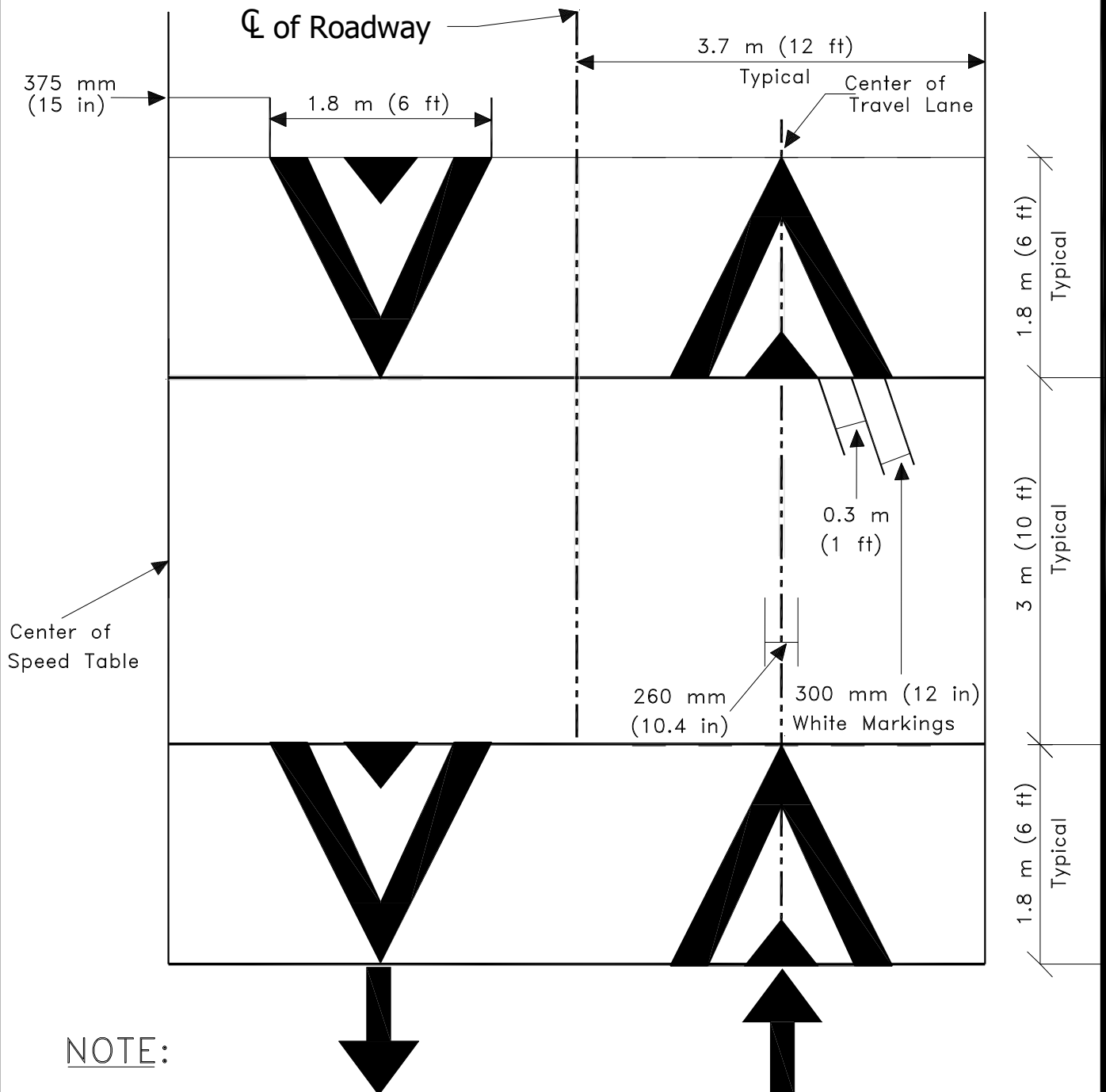
Streets with curb, gutter, and sidewalk



Notes:

1. A 2"X3" key is to be milled at each end of the table.
2. Tack coat is to be applied at each speed table location.

SPEED TABLE STRIPING



NOTE:

12" WIDE HOT MELT MARKINGS ARE TO BE USED ON EACH SPEED TABLE AND ARE TO MEET LFUCG DIVISION OF TRAFFIC ENGINEERING REQUIREMENTS.

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL FOUR (4) SPEED TABLES ON KENTUCKY AVENUE BETWEEN EAST MAIN STREET AND EAST HIGH STREET PER GUIDELINES IN THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM, ONCE THE NEIGHBORHOOD MATCHES ARE RECEIVED, AT A COST NOT TO EXCEED \$20,000.00.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, the Urban County Council has determined that Kentucky Avenue between East Main Street and East High Street should have traffic calming devices.

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

Section 1 - That the Division of Traffic Engineering is authorized and directed to install four (4) speed tables on Kentucky Avenue between East Main Street and East High Street per guidelines in the Neighborhood Traffic Management Program.

Section 2 – That an amount not to exceed \$20,000.00 is approved for the installation of four (4) speed tables Kentucky Avenue between East Main Street and East High Street from account 1136-303602-91614.

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
0065-24:GET:4889-5374-7614, v. 1

RESOLUTION NO. 037 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL FOUR (4) SPEED TABLES ON KENTUCKY AVENUE BETWEEN EAST MAIN STREET AND EAST HIGH STREET PER GUIDELINES IN THE NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM, ONCE THE NEIGHBORHOOD MATCHES ARE RECEIVED, AT A COST NOT TO EXCEED \$20,000.00.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, the Urban County Council has determined that Kentucky Avenue between East Main Street and East High Street should have traffic calming devices.

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

Section 1 - That the Division of Traffic Engineering is authorized and directed to install four (4) speed tables on Kentucky Avenue between East Main Street and East High Street per guidelines in the Neighborhood Traffic Management Program.

Section 2 – That an amount not to exceed \$20,000.00 is approved for the installation of four (4) speed tables Kentucky Avenue between East Main Street and East High Street from account 1136-303602-91614.

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0065-24:GET:4889-5374-7614, v. 1



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0066-24

File ID: 0066-24

Type: Resolution

Status: Approved

Version: 2

Contract #: 021-2024

In Control: Urban County
Council

File Created: 01/12/2024

Final Action: 02/01/2024

File Name: Request Council authorization to execute an agreement with the Kentucky Office of Homeland Security for federal funds under the 2022 State Homeland Security Grant Program to extend the period of performance through July 31, 2025.

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the Agreement with the Ky. Office of Homeland Security, under the FY 2022 State Homeland Security Grant Program, to extend the period of performance through July 31, 2025, and further authorizing the Mayor to execute any other necessary amendments related to that Agreement. [Div. of Fire and Emergency Services, Wells]

Notes: In office 1/31/2024. MS

Signed by the mayor and CILOO filed in the CCO. Returned to Celia Moore via drop off box 2/6/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: 24 - Blue Sheet Fire STHO Extension,
Draft_SC_094_2300001243_2_PO_CNTRCT_FOR
M_Legal- Unsigned, 0066-24 (Grant Modification
(fire) 4864-7681-7055 v.1.docx, R-038-2024,
Contract #021-2024

Enactment Number: R-038-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
2	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
2	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0066-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a modification to the Agreement with the Ky. Office of Homeland Security, under the FY 2022 State Homeland Security Grant Program, to extend the period of performance through July 31, 2025, and further authorizing the Mayor to execute any other necessary amendments related to that Agreement. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to execute an Agreement with the Kentucky Office of Homeland Security for Federal funds under the 2022 State Homeland Security Grant Program to extend the period of performance through July 31, 2025. No Budgetary impact. (L0066-24) (Wells/Armstrong)

Budgetary Implications: NA

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 1/10/2024

Risk Management: N/A

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact:

Annual Impact: \$0

Project:

Activity:

Budget Reference:

Current Balance:



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

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

DATE: JANUARY 10, 2024

**SUBJECT: Extension of Period of Performance for the 2022 State Homeland Security
Grant Award for the Division of Fire and Emergency Services**

Request: Council authorization to execute an agreement with the Kentucky Office of Homeland Security for federal funds under the 2022 State Homeland Security Grant Program to extend the period of performance through July 31, 2025.

Purpose of Request: On March 23, 2023 (Resolution 165-2023), Council authorized to accept an award in the amount of \$52,700 from the Kentucky Office of Homeland Security. The Kentucky Office of Homeland Security has offered the Division of Fire and Emergency Services an extension of the period of performance to July 31, 2025 for the 2022 State Homeland Security Grant. Grants funds will be used to purchase approved FEMA Courses for the training of Technical Search Specialist and Heavy Rigging Specialist.

This Grant will further the capability and development of the Type III USAR team at the Lexington Fire Department and allow us to have personnel with knowledge and training in these two areas that we currently do not.

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

Are the funds budgeted? All grant funds are budgeted.

File Number: 0066-24

Director/Commissioner: Wells/Armstrong





Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

SC 094 2300001243

Version: 2

Record Date:

Document Description: The Lexington - Fayette Urban County Government 22-160

Cited Authority: EMW-2022-SS-00059
FFY 2022 Homeland Security Grant

Reason for Modification: Extend the Period of Performance from January 31, 2025 to July 31, 2025 to complete the training project.

Issuer Contact:Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov**Vendor Name:**

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No.

KY0032969

Vendor ContactName: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov

Effective From: 02/21/2023

Effective To: 07/31/2025

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington - Fayette Urban County Government 22-160	\$0.000000	\$52,700.00	\$52,700.00

Extended Description:

Period of Performance

Effective Date: 2/21/2023

Expiration Date: 7/31/2025

Scope of Work: The Lexington - Fayette Urban County Government shall use grant funding for the purchase of Technical Search Specialist and Heavy Equipment Rigging Specialist courses for the Lexington Fire Department Urbans Search and Rescue Team as requested in grant application 22-160. The class instructors and curriculum are FEMA approved and accepted for validation of certified training. These courses will aid the fire department in maintaining the level of training the Urban Search and Rescue (USAR) Team requires to operate while simultaneously furthering their mission to become a certified FEMA Type III USAR Team.

Any change to this scope of work must be approved by the Kentucky Office of Homeland Security Grant Staff.

Shipping Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

Billing Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

TOTAL CONTRACT AMOUNT:	\$52,700.00
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	Document Description	Page 3
2300001243	The Lexington - Fayette Urban County Government 22-160	

Memorandum of Agreement Template
Revised December 2019

Modification #1
January 10, 2024
Original Contract Amount: \$52,700 Amount of Increase/Decrease: \$0.00
The purpose of this modification is to extend the Period of Performance from January 31, 2025 to July 31, 2025 allowing more time for the training project to be completed.

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and Lexington – Fayette Urban County Government ("the Contractor") to establish an agreement for pass-through federal grant funds. The initial MOA is effective from February 21, 2023 through January 31, 2025 **July 31, 2025**.

Scope of Services:

The Lexington – Fayette Urban County Government shall use grant funding for the purchase of Technical Search Specialist and Heavy Equipment Rigging Specialist courses for the Lexington Fire Department Urbans Search and Rescue Team as requested in grant application 22-160. The class instructors and curriculum are FEMA approved and accepted for validation of certified training. These courses will aid the fire department in maintaining the level of training the Urban Search and Rescue (USAR) Team requires to operate while simultaneously furthering their mission to become a certified FEMA Type III USAR Team.

Any change to this scope of work must be approved by the Kentucky Office of Homeland Security Grants Staff.

Pricing: \$52,700.00

FFY 2022 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2022

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.

	Document Description	Page 4
2300001243	The Lexington - Fayette Urban County Government 22-160	

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices

Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability

If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns

This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Waiver of Breach

If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

	Document Description	Page 5
2300001243	The Lexington - Fayette Urban County Government 22-160	

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute groundbreaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding

The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.

	Document Description	Page 6
2300001243	The Lexington - Fayette Urban County Government 22-160	

Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.

Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

-

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Consultant Rate

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all

	Document Description	Page 7
2300001243	The Lexington - Fayette Urban County Government 22-160	

funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

Procurement

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2022 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$30,000 the provisions of KRS 45A will apply.

Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income

The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period

The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payments

Payments to Second Party:

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

	Document Description	Page 8
2300001243	The Lexington - Fayette Urban County Government 22-160	

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification

The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statutes and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/ Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb/>. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits

	Document Description	Page 9
2300001243	The Lexington - Fayette Urban County Government 22-160	

Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports

The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Entire Agreement

This agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

2022 The Department of Homeland Security Standard Terms and Conditions

(DHS Standard Terms and Conditions Version 2-May 16, 2022)

The 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

	Document Description	Page 10
2300001243	The Lexington - Fayette Urban County Government 22-160	

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(C.F.R.\) Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

By accepting this agreement, the recipient and their executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance

DHS General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

	Document Description	Page 11
2300001243	The Lexington - Fayette Urban County Government 22-160	

III. Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101–12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources.

VI. Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see [42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. Copyright Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance

	Document Description	Page 12
2300001243	The Lexington - Fayette Urban County Government 22-160	

awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title X Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, [31 U.S.C. §§ 3729-3733](#), which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. §§ 3801-3812](#), which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people

	Document Description	Page 13
2300001243	The Lexington - Fayette Urban County Government 22-160	

and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at [15 U.S.C. § 2225](#).)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the *Civil Rights Act of 1964*, ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#)) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

	Document Description	Page 14
2300001243	The Lexington - Fayette Urban County Government 22-160	

XXV. Patents and Intellectual Property Rights Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#).) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXIX. Reporting Subawards and Executive Compensation Reporting of first tier subawards - Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM Guidance for Emergency Communication Grants](#), including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

	Document Description	Page 15
2300001243	The Lexington - Fayette Urban County Government 22-160	

XXXIII. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXIV. USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c. **XXXV. Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII. Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. § 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XXXVIII. John S. McCain National Defense Authorization Act Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXXIX. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

	Document Description	Page 16
2300001243	The Lexington - Fayette Urban County Government 22-160	

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing.

The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

	Document Description	Page 17
2300001243	The Lexington - Fayette Urban County Government 22-160	

**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

	Document Description	Page 18
2300001243	The Lexington - Fayette Urban County Government 22-160	

will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

	Document Description	Page 19
2300001243	The Lexington - Fayette Urban County Government 22-160	

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

	Document Description	Page 20
2300001243	The Lexington - Fayette Urban County Government 22-160	

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

	Document Description	Page 21
2300001243	The Lexington - Fayette Urban County Government 22-160	

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Description	Page 22
2300001243	The Lexington - Fayette Urban County Government 22-160	

Second Party:

_____ Signature	_____ Mayor
_____ Linda Gorton	_____ Title
_____ Printed Name	_____ Date

First Party:

_____ Signature	_____ Executive Director
_____ Josiah Keats	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality.

Cory B. V...

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MODIFICATION TO THE AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE FY 2022 STATE HOMELAND SECURITY GRANT PROGRAM, TO EXTEND THE PERIOD OF PERFORMANCE THROUGH JULY 31, 2025, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THAT AGREEMENT.

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 Modification to the Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Office of Homeland Security, under the FY 2022 State Homeland Security Grant Program, in order to extend the period of performance to July 31, 2025, and is further authorized to execute any other necessary amendments related to that Agreement.

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

0066-24:ANB:4864-7681-7055, v. 1

RESOLUTION NO. 038 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MODIFICATION TO THE AGREEMENT WITH THE KENTUCKY OFFICE OF HOMELAND SECURITY, UNDER THE FY 2022 STATE HOMELAND SECURITY GRANT PROGRAM, TO EXTEND THE PERIOD OF PERFORMANCE THROUGH JULY 31, 2025, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NECESSARY AMENDMENTS RELATED TO THAT AGREEMENT.

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 Modification to the Agreement, which is attached hereto and incorporated herein by reference, with the Kentucky Office of Homeland Security, under the FY 2022 State Homeland Security Grant Program, in order to extend the period of performance to July 31, 2025, and is further authorized to execute any other necessary amendments related to that Agreement.

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0066-24:ANB:4864-7681-7055, v. 1



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

SC 094 2300001243

Version: 2

Record Date:

Document Description: The Lexington - Fayette Urban County Government 22-160

Cited Authority: EMW-2022-SS-00059
FFY 2022 Homeland Security Grant

Reason for Modification: Extend the Period of Performance from January 31, 2025 to July 31, 2025 to complete the training project.

Issuer Contact:Name: Jennifer Annis
Phone: 502-564-2081
E-mail: jennifer.annis@ky.gov**Vendor Name:**

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No.

KY0032969

Vendor ContactName: Chad Hancock
Phone: 8592583313
Email: chancock@lexingtonky.gov**Effective From:** 02/21/2023**Effective To:** 07/31/2025

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Lexington - Fayette Urban County Government 22-160	\$0.000000	\$52,700.00	\$52,700.00

Extended Description:

Period of Performance

Effective Date: 2/21/2023

Expiration Date: 7/31/2025

Scope of Work: The Lexington - Fayette Urban County Government shall use grant funding for the purchase of Technical Search Specialist and Heavy Equipment Rigging Specialist courses for the Lexington Fire Department Urbans Search and Rescue Team as requested in grant application 22-160. The class instructors and curriculum are FEMA approved and accepted for validation of certified training. These courses will aid the fire department in maintaining the level of training the Urban Search and Rescue (USAR) Team requires to operate while simultaneously furthering their mission to become a certified FEMA Type III USAR Team.

Any change to this scope of work must be approved by the Kentucky Office of Homeland Security Grant Staff.

Shipping Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

Billing Information:Kentucky Office of Homeland Security
200 Mero Street

Frankfort KY 40622

TOTAL CONTRACT AMOUNT:	\$52,700.00
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	Document Description	Page 3
2300001243	The Lexington - Fayette Urban County Government 22-160	

Memorandum of Agreement Template
Revised December 2019

Modification #1

January 10, 2024

Original Contract Amount: \$52,700 Amount of Increase/Decrease: \$0.00

The purpose of this modification is to extend the Period of Performance from January 31, 2025 to July 31, 2025 allowing more time for the training project to be completed.

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, the Kentucky Office of Homeland Security ("the Commonwealth") and Lexington – Fayette Urban County Government ("the Contractor") to establish an agreement for pass-through federal grant funds. The initial MOA is effective from February 21, 2023 through January 31, 2025 July 31, 2025.

Scope of Services:

The Lexington – Fayette Urban County Government shall use grant funding for the purchase of Technical Search Specialist and Heavy Equipment Rigging Specialist courses for the Lexington Fire Department Urbans Search and Rescue Team as requested in grant application 22-160. The class instructors and curriculum are FEMA approved and accepted for validation of certified training.

These courses will aid the fire department in maintaining the level of training the Urban Search and Rescue (USAR) Team requires to operate while simultaneously furthering their mission to become a certified FEMA Type III USAR Team.

Any change to this scope of work must be approved by the Kentucky Office of Homeland Security Grants Staff.

Pricing: \$52,700.00

FFY 2022 HOMELAND SECURITY GRANT PROGRAM

GRANT INFORMATION AND IDENTIFICATION

CFDA Number: 97.067

CFDA Title: Homeland Security Grant Program

Award Year: FFY 2022

Federal Agency: Department of Homeland Security/FEMA

Pass-Through Agency: Kentucky Office of Homeland Security

Kentucky Office of Homeland Security (KOHS) Terms and Conditions

KOHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing KOHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any request by KOHS staff to inspect any resource acquired through the program.
2. Sub-recipients notify KOHS immediately of any degradation of capabilities or critical resources.
3. Sub-recipients must respond to all informational requests by KOHS staff in a timely manner.
4. Sub-recipients that submitted applications that included the sharing of resources must adhere to that agreement.

	Document Description	Page 4
2300001243	The Lexington - Fayette Urban County Government 22-160	

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this agreement.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Data Collection/Analysis Limitations

No data collected and provided by the First Party shall be used for any other purpose other than those expressly authorized in this agreement.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Director of KOHS, the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee. The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311)

Any mutually agreed upon changes to the agreement must be approved, in writing, by KOHS prior to implementation or obligation and shall be incorporated in written amendments to this agreement. This procedure for changes to this approved agreement is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Liability and Indemnity

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this agreement shall be determined according to applicable law.

Notices

Any notice, transmittal, approval, or other official communication made under this agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Severability

If any provision of this agreement is held judicially invalid, the remainder of the agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Sole Benefit

This agreement is intended for the sole benefit of the First Party, the Second Party, and, if implementing a federal grant program element, the United States Government, and is not intended to create any other beneficiaries.

Subcontractor Requirement

The Second Party agrees that all requirements of this agreement shall also be applicable and binding on any subcontractor the Second Party may contract with to meet the statement of work, method of payment, and deliverables of this agreement. All Second Party subcontractors are subject to First Party approval.

Successors and Assigns

This agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this agreement shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Waiver of Breach

If a party waives enforcement of any provision of this agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

	Document Description	Page 5
2300001243	The Lexington - Fayette Urban County Government 22-160	

IDENTIFICATION OF THE SUBJECT MATTER OF THE CONTRACT

Environmental Planning and Historic Preservation (EHP)

The Second Party acknowledges that any project considered to constitute groundbreaking, attachment of equipment to the interior or exterior of a building or structure, construction or renovation must receive prior approval from FEMA before any work or financial expenditures can be made.

Environmental Standards

The recipient will comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding.

The Second Party shall provide such information as may be requested by KOHS to ensure compliance with any applicable environmental laws and regulations. Second Party shall not undertake any construction project without the approval of First Party and DHS, as required by the grant guidance.

Intellectual Properties

The contractor agrees that any formulae, methodology, other reports and compilations of data provided by the First Party to the contractor for the purposes of meeting the terms and conditions of this agreement, or as developed, prepared or produced by the contractor for use by the First Party under the scope of services of this agreement shall be the exclusive property of the First Party. Any use of this material for purposes other than those specifically outlined and authorized by this agreement without prior approval and without appropriate acknowledgement of the funding source, shall be grounds for immediate termination of this agreement and possible criminal prosecution.

Kentucky Wireless Interoperability Executive Committee

Any portion of this agreement that involves data or voice communication equipment or projects, including data or voice interoperability equipment or projects shall be presented by the Second Party for action by the Kentucky Wireless Interoperability Executive Committee (KWIEC). Furthermore, it is a condition of this agreement that all recommendations of the KWIEC, will be accepted and implemented by the Second Party prior to the commencement of the project addressed in this agreement. A copy of the KWIEC decision will be provided to the First Party by the Second Party.

Mutual Aid and Interoperability Memorandum of Understanding

The Second Party and any other local entities receiving benefit from these grant funds must have a Mutual Aid Memorandum of Understanding with the Kentucky State Police.

NIMS Requirements

In accordance with HSPD-5, *Management of Domestic Incidents*, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities.

Property Control

Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is issued solely for authorized purposes. Subrecipients should exercise caution in the use, maintenance, protection and preservation of such property.

	Document Description	Page 6
2300001243	The Lexington - Fayette Urban County Government 22-160	

Title: Subject to the obligations and conditions set for in 28 CFR Part 66, title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Use and disposition: Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subrecipient shall request, in writing, disposition instructions from KOHS prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to KOHS immediately.

Inventory: The Second Party must submit to the First Party an inventory of all equipment purchased with these federal funds. This inventory must include a description of the property, a serial number or other identification number, the source of the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

Annually, second party will submit all inventories to the KOHS via an online database or any other form or process deemed by the first party.

Equipment Marking

The Second Party agrees that, when practicable, equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security" in order to facilitate their own audit processes, as well as Federal audits and monitoring visits, which may result from receiving Federal funding. Additionally, any equipment purchased with funding under this agreement shall, when practicable, bear on it the logos of the Kentucky Office of Homeland Security and the U.S. Department of Homeland Security.

Property Purchased by the First Party (KOHS)

Property purchased by the First Party for the purposes of fulfilling the requirements of the scope of services for this agreement, and which may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies are considered the property of the First Party and shall remain the property of the First Party.

This grant will provide reimbursement funding to the Second party for the specific scope of work described in the Extended Description. Successful completion by the Second party shall include the deliverables as listed in the Extended Description.

CONSIDERATION AND CONDITIONS FOR PAYMENT

Availability of Federal Funds

This grant award is contingent upon availability of federal funds approved by Congress.

Consultant Rate

Approval of this agreement does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted and approved by the First Party and FEMA's National Preparedness Directorate prior to obligation or expenditure of such funds.

Earliest Date of Payment

No payment on this agreement shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695 (7). Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

Financial Management System

The Second Party agrees to establish and/or maintain a financial management system which shall provide for: Accurate, current, and complete disclosure of the financial results of the functions/services performed under this agreement in accordance with the reporting requirements as set forth in this agreement and attachment(s) thereto; Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, un-obligated balances, if applicable, assets, liabilities, expenditures and income; Effective control over and accountability for all

	Document Description	Page 7
2300001243	The Lexington - Fayette Urban County Government 22-160	

funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; Procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this agreement and any attachment(s) thereto; and Accounting records that are supported by source documentation.

Interest Income

Grant funds not reimbursed immediately to a vendor, subcontractor, etc. must be placed in an interest bearing account. The applicant agrees to be accountable for all interest earned with respect to these grant funds. Interest earned by this grant during the project must be reported and returned to KOHS quarterly.

Procurement

The acquisition of goods and services by the Contractor in performance of this agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (2 CFR).

For the purpose of any Kentucky Office of Homeland Security (KOHS)-funded projects using FY-2022 funds the sub-recipient will use the provisions of KRS 45A for the purchase of equipment and/or services. For any equipment and/or services under \$30,000 three (3) quotes will be obtained. For any equipment and/or services that exceeds \$30,000 the provisions of KRS 45A will apply.

Disadvantaged Business Requirement

To the extent that the Second Party uses contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable. The Kentucky Procurement Technical Assistance (PTAC) may be available to post bid notifications or provide bid matching services with MBE/WBE businesses for Homeland Security Grant sub-recipients. Refer to www.kyptac.com or contact their office at (859)251-6019.

Program Income

The applicant agrees to be accountable for all interest or other income earned by the Second Party with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, rebates, etc.). All program income generated by this grant during the project must be reported to KOHS quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from KOHS.

Reimbursement

The Second Party is required to sign this agreement with the Kentucky Office of Homeland Security to gain access to its allocated funds. No funds will be forwarded. The funds are allocated on a cost reimbursement basis. To receive reimbursement, the Second Party is required to provide the Kentucky Office of Homeland Security with copies of all obligation documents executed under this agreement and an inventory for equipment purchased. Reimbursement by the First Party to the Second Party shall not exceed the Total Amount as stated in the contractual agreement.

Contract Period

The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payments

Payments to Second Party:

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely request for reimbursements. **All invoices must be dated between the effective date and expiration date of this agreement.** All reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer.

Final Request for Reimbursements:

	Document Description	Page 8
2300001243	The Lexington - Fayette Urban County Government 22-160	

Final request for reimbursements must be submitted to the First Party no later than 45 days after the expiration of this agreement.

Transfer of Funds

The Second Party is prohibited from transferring funds between programs (State Homeland Security Grant Program, Law Enforcement Terrorism Prevention Program, Emergency Management Performance Grant, Interoperable Emergency Communications Grant Program, Emergency Operations Center Grant Program, or any other Federal Grant Program).

Vendor Verification

The Second Party must verify that the grant lead applicant/sub-recipient and any vendor providing services is not on the *Federal Excluded Parties Listing System* prior to any contracts funded by federal funds. This verification must be submitted with each reimbursement request to verify that the vendor is not debarred at the time of order. This information may be found at <https://sam.gov/portal/SAM/##11>. Reimbursement will not be made without this verification.

Closeout

The First Party will close out this award when it determines that all applicable administrative actions and all required work of the grant have been completed. Within 30 days after the expiration or termination of this agreement, the Second party must submit all financial, performance and other reports required as a condition of this grant.

Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the First Party in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any federal or state regulations, statutes and guidelines with respect to the grant rests with the Second Party and as such, will ensure that every effort is made to honor that compliance guidance.

Fusion Center

The Second Party agrees that funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/ Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

Required submissions: AARs and IPs (as applicable)

Exercise Evaluation and Improvement Reports

Any Second Party funded to provide exercises must report on any scheduled exercise and ensure that an After Action Report (AAR) and Improvements Plan (IP) are prepared for each exercise conducted with FEMA support (grant funds or direct support) and submitted to the FEMA Grants and Preparedness Community of Interest (COI) on the Homeland Security Information Network (HSIN) within 90 days following completion of the exercise.

Financial and Compliance Audit Report

The Second Party agrees to submit each year, financial information on the total amount of federal funds expended. If the Second Party expends \$750,000 or more in total federal grant money during the sub recipient's fiscal year, an annual audit will be performed and a copy provided to the Kentucky Office of Homeland Security no later than 30 days after receipt of the final audit report. 2 CFR part 200, subpart F Audit of the States, Local Governments, and Non-Profit Organizations.

The Second Party is required to submit the Single Audit Report to the Federal Audit Clearinghouse (FAC) <https://harvester.census.gov/facweb/>. The FAC operates on behalf of the Office of Management and Budget (OMB). Its primary purposes are to:

- # Distribute single audit reporting packages to federal agencies.
- # Support OMB oversight and assessment of federal award audit requirement.
- # Maintain a public database of completed audits

	Document Description	Page 9
2300001243	The Lexington - Fayette Urban County Government 22-160	

Help auditors and auditees minimize the reporting burden of complying with Single Audit requirements.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the First Party may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party. The Second Party agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

Quarterly Reports

The Second Party agrees to submit within 30 days after the end of each calendar quarter a written report on all programmatic and financial activities. Quarterly reports will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to Homeland Security records as defined by KRS 61 may not be disclosed without the written approval of the KOHS Executive Director.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may cancel the agreement immediately.

Retention of Records

Records must be retained for three years from the day that the Kentucky Office of Homeland Security submits its final expenditure report for the federal grant funding this project.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

Entire Agreement

This agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

2022 The Department of Homeland Security Standard Terms and Conditions

(DHS Standard Terms and Conditions Version 2-May 16, 2022)

The 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#), as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

	Document Description	Page 10
2300001243	The Lexington - Fayette Urban County Government 22-160	

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and their executives, as defined in 2 C.F.R. § 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance

DHS General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. **Subrecipients are not required to complete and submit this tool to DHS.** The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

	Document Description	Page 11
2300001243	The Lexington - Fayette Urban County Government 22-160	

III. Age Discrimination Act of 1975 Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy Template](#) as useful resources.

VI. Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968 Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, color, and sex (see 42 U.S.C. § 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance

	Document Description	Page 12
2300001243	The Lexington - Fayette Urban County Government 22-160	

awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title X Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people

	Document Description	Page 13
2300001243	The Lexington - Fayette Urban County Government 22-160	

and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supportedorganizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans. **XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXIII. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXIV. Notice of Funding Opportunity Requirements All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

	Document Description	Page 14
2300001243	The Lexington - Fayette Urban County Government 22-160	

XXV. Patents and Intellectual Property Rights Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794.) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXVIII. Reporting of Matters Related to Recipient Integrity and Performance **General Reporting Requirements** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXIX. Reporting Subawards and Executive Compensation Reporting of first tier subawards - Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the **SAFECOM** Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing Recipients must comply with *E.O. 13224* and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA) **Trafficking in Persons.** Recipients must Comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

	Document Description	Page 15
2300001243	The Lexington - Fayette Urban County Government 22-160	

XXXIII. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXIV. USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. **XXXV. Use of DHS Seal, Logo and Flags** Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for the activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

XXXVII. Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXVIII John S. McCain National Defense Authorization Act Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXXIX Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

	Document Description	Page 16
2300001243	The Lexington - Fayette Urban County Government 22-160	

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing.

The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

	Document Description	Page 17
2300001243	The Lexington - Fayette Urban County Government 22-160	

**MOA/PSC Exception Standard Terms and Conditions
Revised January 2023**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and **Whereas**, the second party, the Contractor, is available and qualified to perform such function; and **Whereas**, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 EEO Requirements

This section does not apply to governmental or quasi-governmental entities.

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

5.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

	Document Description	Page 18
2300001243	The Lexington - Fayette Urban County Government 22-160	

will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

9.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

10.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

12.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

	Document Description	Page 19
2300001243	The Lexington - Fayette Urban County Government 22-160	

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

14.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

15.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

17.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

	Document Description	Page 20
2300001243	The Lexington - Fayette Urban County Government 22-160	

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

18.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

	Document Description	Page 21
2300001243	The Lexington - Fayette Urban County Government 22-160	

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Description	Page 22
2300001243	The Lexington - Fayette Urban County Government 22-160	

Second Party:

Linda Gorton
Signature

Linda Gorton
Printed Name

Mayor
Title

2/6/2024
Date

First Party:

Signature

Josiah Keats
Printed Name

Executive Director
Title

Date

Approved as to form and legality.

Cory B. V. /



Lexington-Fayette Urban County Government Master

200 E. Main St
Lexington, KY 40507

File Number: 0067-24

File ID: 0067-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 01/12/2024

Final Action: 02/01/2024

File Name: Request Council authorization to accept additional award of federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$22,308.12 under the American Rescue Plan Act (ARPA) to support ch

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$22,308.12 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses for the Extended School Program in the Div. of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: 24 - Blue Sheet Memo ESP Additional ARPA 2024, BA 12768, KICCS Check Garrett Morgan #1 GA 25174930, KICCS Check Stonewall #1 GA 25174931, KICCS Check Yates #1 GA 25174932, L356179 - ESP at Stonewall Agreement, L383556 - ESP at Garrett Morgan Agreement, L383862 - ESP at Yates Agreement, Resolution 627-2023, 0067-24 Acceptance of Additional ARPA funds for ESP 4876-8311-0558 v.1.docx, R-039-2024

Enactment Number: R-039-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass

2	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024	
2	Urban County Council	02/01/2024	Approved			Pass

Text of Legislative File 0067-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$22,308.12 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses for the Extended School Program in the Div. of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to accept an additional award of Federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$22,308.12 under the American Rescue Plan Act (ARPA) to support child care expenses for the Extended School Program in the Division of Parks & Recreation. No matching funds required. (L0067-24) (Conrad/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 11/9/2023

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$22,308.12

Annual Impact: \$0

Project: ESP_ARPA_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance:



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

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

DATE: January 10, 2024

**SUBJECT: Accept Additional American Rescue Plan Act Funds from the Kentucky
Cabinet for Health and Family Services, Department for Community Based
Services for the Extended School Program**

Request: Council authorization to accept additional award of federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$22,308.12 under the American Rescue Plan Act (ARPA) to support child care expenses for the Extended School Program in the Division of Parks & Recreation. No matching funds required.

Purpose of Request: On November 16, 2023 (Resolution 627-2023), Council approved to apply and accept award from the Kentucky Cabinet for Health and Family Services, Department of Community Based Services in the amount of \$75,000 to support child care expenses.

The Kentucky Cabinet for Health and Family Services, Department of Community Based Services has awarded the Lexington-Fayette Urban County Government Extended School Program in the Division of Parks & Recreation additional federal funds in the amount of \$22,308.12 to support child care expenses and personnel costs.

What is the cost in this budget year and future budget years? \$22,308.12 in federal funds is awarded for FY24. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0067-24

Director/Commissioner: Conrad/Ford



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/12/2024 **Status:** Pending Approval **Amend Nbr:** 12768**Business Unit:** LFUCG **Journal Date:** 01/12/2024 **Budget Period:** 2024 **Bid:** ☐ **Admin Review:** ☐▼ **Personnel, Operating & Capital Accounts**[Personalize](#)[Find](#)[View 3](#)

First



1-12 of 12



Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	707606	7511	63121	Non-Civil Service Salaries	4,254.29	053967	CFORD	
2	3230	707606	7511	63511	Pension Contributions	992.95	053967	CFORD	
3	3230	707606	7511	63615	BP - UCG	425.43	053967	CFORD	
4	3230	707606	7511	63621	FICA	263.77	053967	CFORD	
5	3230	707606	7511	63622	Unemployment Insurance	1.87	053967	CFORD	
6	3230	707606	7511	63624	Medicare Expense	61.69	053967	CFORD	
7	3230	707606	7512	63313	Part Time - Non-CERS	10,500.24	053967	CFORD	
8	3230	707606	7512	63314	Part Time - CERS	3,815.80	053967	CFORD	
9	3230	707606	7512	63511	Pension Contributions	890.61	053967	CFORD	
10	3230	707606	7512	63621	FICA	887.59	053967	CFORD	
11	3230	707606	7512	63622	Unemployment Insurance	6.30	053967	CFORD	
12	3230	707606	7512	63624	Medicare Expense	207.58	053967	CFORD	

▼ **Revenue Accounts**[Personalize](#)[Find](#)[View All](#)

First



1 of 1



Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	707606	7512	44010	Intergovernmental - Federal	22,308.12	053967	CFORD	

► **Project/Grant Revenue**► **Project/Grant Expenditures****Comments:**

To budget additional funds on ESP_ARPA_2024

Net Amend Amt:

0.00

Submit for Approval

Save

Add

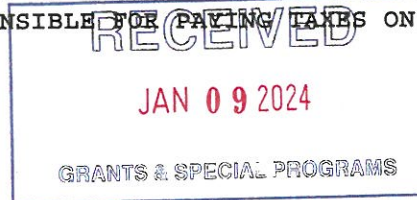
Direct Inquiries to:

COMMONWEALTH OF KENTUCKY

Dept for Community Based Svcs
Division of Child Care
275 East Main Street 3C-F
Frankfort KY 40621
502-564-2535

Payee: Extended School Program a
t Garrett Morgan Elementa
Check Number: GA 25174930
Amount: *****36,309.00
Date: 12/22/2023

KICCS CHILD CARE PROVIDER PAYMENT. IF YOU HAVE QUESTIONS ABOUT THIS CHECK,
CALL 844-209-2657. THIS MONEY IS TAXABLE AND WILL BE REPORTED TO THE IRS ON
FORM 1099. YOU MAY BE RESPONSIBLE FOR PAYING TAXES ON THIS MONEY. RETAIN T
HIS STUB FOR YOUR RECORDS.



Received on

JAN 09 2024

at the
ESP office

REMOVE DOCUMENT ALONG THIS PERFORATION

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.



JPMorgan
Chase Bank, N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

21-13
830

Check Number
GA 25174930
Date: 12/22/2023

THIRTY SIX THOUSAND, THREE HUNDRED NINE DOLLARS AND NO CENTS

Pay to the
Order of

EXTENDED SCHOOL PROGRAM AT GARRETT MORGAN ELEMENTA
200 East Main Street
Lexington KY 40507

*****36,309.00

Received on

Valid for one(1) year

JAN 09 2024

Albin Ball
State Treasurer

Description:

at the
ESP office

⑈ 25174930 ⑈ ⑆083000137⑆ 936836402⑈

Direct Inquiries to:

COMMONWEALTH OF KENTUCKY

Dept for Community Based Svcs
Division of Child Care
275 East Main Street 3C-F
Frankfort KY 40621
502-564-2535

Payee: Extended School Program a

t Stonewall Elementary

Check Number: GA 25174931

Amount: *****48,550.32

Date: 12/22/2023

KICCS CHILD CARE PROVIDER PAYMENT. IF YOU HAVE QUESTIONS ABOUT THIS CHECK,
CALL 844-209-2657. THIS MONEY IS TAXABLE AND WILL BE REPORTED TO THE IRS ON
FORM 1099. YOU MAY BE RESPONSIBLE FOR PAYING TAXES ON THIS MONEY. RETAIN T
HIS STUB FOR YOUR RECORDS.

RECEIVED

JAN 09 2024

GRANTS & SPECIAL PROGRAMS

Received on

JAN 09 2024

at the
ESP office

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JPMorgan
Chase Bank, N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY

DEPARTMENT OF THE TREASURY

Frankfort, Kentucky

21-13
830

Check Number

GA 25174931

Date: 12/22/2023

FORTY EIGHT THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND THIRTY TWO CENTS

Pay to the
Order of

EXTENDED SCHOOL PROGRAM AT STONEWALL ELEMENTARY
545 North Upper St.
Lexington KY 40508

Received on

*****48,550.32

Valid for one(1) year

JAN 09 2024

Albin Ball

State Treasurer

Description:

at the
ESP office

⑈25174931⑈ ⑆083000137⑆ 936836402⑈

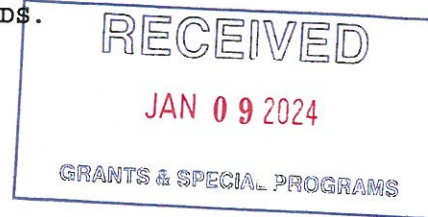
Direct Inquiries to:

COMMONWEALTH OF KENTUCKY

Dept for Community Based Svcs
Division of Child Care
275 East Main Street 3C-F
Frankfort KY 40621
502-564-2535

Payee: Extended School Program at
Yates Elementary
Check Number: GA 25174932
Amount: *****12,448.80
Date: 12/22/2023

KICCS CHILD CARE PROVIDER PAYMENT. IF YOU HAVE QUESTIONS ABOUT THIS CHECK,
CALL 844-209-2657. THIS MONEY IS TAXABLE AND WILL BE REPORTED TO THE IRS ON
FORM 1099. YOU MAY BE RESPONSIBLE FOR PAYING TAXES ON THIS MONEY. RETAIN T
HIS STUB FOR YOUR RECORDS.



Received on

JAN 09 2024

at the
ESP office

REMOVE DOCUMENT ALONG THIS PERFORATION

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JPMorgan
Chase Bank N.A.
Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
Frankfort, Kentucky

21-13
830

Check Number
GA 25174932
Date: 12/22/2023

TWELVE THOUSAND, FOUR HUNDRED FORTY EIGHT DOLLARS AND EIGHTY CENTS

Pay to the
Order of
EXTENDED SCHOOL PROGRAM AT YATES ELEMENTARY
200 East Main Street
Lexington KY 40507

Received on

JAN 09 2024

at the
ESP office

*****12,448.80

Valid for one(1) year

Alison Ball

State Treasurer

Description:

⑈25174932⑈ ⑆083000137⑆ 936836402⑈

CHILD CARE PROGRAM AGREEMENT

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter

"Cabinet"), and

Lexington Fayette Urban County Government Extended School Program at Stonewall Elementary

(hereinafter "Provider"), whose principal place of business is located at

3215 Cornwall Drive, Lexington, KY 40503

(hereinafter collectively "the Parties").

WHEREAS, Kentucky child care providers received nine (9) stabilization payments funded by the American Rescue Plan to provide economic relief from the adverse affects of the COVID-19 pandemic; and

WHEREAS, on August 16, 2023, Governor Andy Beshear announced an additional \$50 million investment of state dollars to provide the state's child care providers with one additional stabilization payment;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The Cabinet will make one (1) sustainment payment to all licensed, certified, and registered providers that meet the requirements of this Agreement and as detailed below:

a. The provider is an existing licensed, certified, or registered childcare provider in the Commonwealth of Kentucky; and

b. The provider is active in the Cabinet, Office of Inspector General, Division of Regulated Childcare ("DRCC") database on or before January 1, 2023; and

c. The provider is offering face-to-face, in-person childcare.

d. The provider is a participant in the Kentucky All-STARS program and has the ability to accept children enrolled in Kentucky's Child Care Assistance Program (CCAP).

e. If the provider only offers half-day child care services (child care services for less than 5 hours per day), then the award amount will be pro-rated by fifty percent.

f. If the provider is in an emergency suspension status or appealing a revocation, then the provider will not receive payments issued during the time of suspension or revocation.

2. The Cabinet will issue payment to licensed and certified childcare programs based on

licensure/certification capacity as reported to the DRCC by January 1, 2023. The Cabinet will issue payments to registered providers based on subsidy enrollment. The payment will be approximately \$310.00 per child dependent on the number of full-time and part-time providers that apply. Reference 1(e.) above.

3. The Cabinet will issue the payment prior to December 31, 2023.

4. The Provider may use a portion of this payment to supplement the pay of each employee who is currently providing childcare. These employee payments may be in the form of salary, salary increases, hiring bonuses, or retention bonuses. The Provider shall detail and document these expenditures and keep documentation for verification.
5. The Provider may also use the payment for "fixed expenses," including but not limited to, facility rent or mortgage, facility utilities, insurance premiums, cleaning supplies, and food. The Provider may also use payments to make updates to equipment. The Provider shall detail and document these expenditures and keep documentation for verification.
6. The Provider may use the payment to purchase materials for social/emotional curriculum activities and curriculum used in the program to benefit the students. The Provider shall detail and document these expenditures and keep documentation for verification.
7. The Provider agrees that it shall not use any portion of the payments to create a new program.
8. The Provider agrees that the payment shall not be transferred to any third party.
9. In order to receive this payment, the Provider's Agreement must be received on or before November 30, 2023.
10. The Provider agrees to use all payments in accordance with this Agreement.
11. The Provider agrees to document the use of the payments in accordance with this Agreement. The Cabinet reserves the right to conduct an audit to determine the Provider's compliance with the Agreement. The Provider shall cooperate with the Cabinet in the event of an audit and shall make all documentation available upon request. The Provider shall retain all documentation for a minimum of five (5) years after December 31, 2023. The Provider agrees that if the Cabinet determines that any payment has not been properly documented and/or not retained, this shall result in an overpayment and the identified amount shall be reimbursed to the Cabinet.
12. The Provider agrees that the payment referenced herein is a grant and that it is not entitled to any additional sums.
13. This Agreement represents the entire understanding of the Parties and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
14. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
15. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
16. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.

17. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.

18. There are no third-party beneficiaries, express or implied, to this Agreement.

19. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.

20. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Provider DocuSigned by:
By: 
A2B97C0C6258474...
Name: Harold Kouns and Mayor Linda Gorton
Title: Extended School Program Manager and Mayor
Date: 11/27/2023
Licensure# L356179

DCBS

☐ Approve

☐ Decline

Date:

Hours of Operation in November 2023:

☐ Full-Time (25 hours or more per week)

☒ Part-Time (Less than 25 hours per week)

CHFS Cabinet Approval:

DocuSigned by:
Eric Friedlander
DAEA1D8C1508431

Eric Friedlander

Secretary

10/13/2023 | 3:36 PM EST

Approved as to form and legality:

DocuSigned by:
Wesley W Duke
D58FF684FC274A8

Wesley W Duke

General Counsel

10/13/2023 | 2:27 PM EST

CHILD CARE PROGRAM AGREEMENT

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter

"Cabinet"), and

Lexington Fayette Urban County Government Extended School Program at Garrett Morgan Elementary

(hereinafter "Provider"), whose principal place of business is located at

1150 Passage Mound Way Lexington KY 40509

(hereinafter collectively "the Parties").

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WHEREAS, on August 16, 2023, Governor Andy Beshear announced an additional \$50 million investment of state dollars to provide the state's child care providers with one additional stabilization payment;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The Cabinet will make one (1) sustainment payment to all licensed, certified, and registered providers that meet the requirements of this Agreement and as detailed below:

a. The provider is an existing licensed, certified, or registered childcare provider in the Commonwealth of Kentucky; and

b. The provider is active in the Cabinet, Office of Inspector General, Division of Regulated Childcare ("DRCC") database on or before January 1, 2023; and

c. The provider is offering face-to-face, in-person childcare.

d. The provider is a participant in the Kentucky All-STARS program and has the ability to accept children enrolled in Kentucky's Child Care Assistance Program (CCAP).

e. If the provider only offers half-day child care services (child care services for less than 5 hours per day), then the award amount will be pro-rated by fifty percent.

f. If the provider is in an emergency suspension status or appealing a revocation, then the provider will not receive payments issued during the time of suspension or revocation.

2. The Cabinet will issue payment to licensed and certified childcare programs based on

licensure/certification capacity as reported to the DRCC by January 1, 2023. The Cabinet will issue payments to registered providers based on subsidy enrollment. The payment will be approximately \$310.00 per child dependent on the number of full-time and part-time providers that apply. Reference 1(e.) above.

3. The Cabinet will issue the payment prior to December 31, 2023.

4. The Provider may use a portion of this payment to supplement the pay of each employee who is currently providing childcare. These employee payments may be in the form of salary, salary increases, hiring bonuses, or retention bonuses. The Provider shall detail and document these expenditures and keep documentation for verification.
5. The Provider may also use the payment for "fixed expenses," including but not limited to, facility rent or mortgage, facility utilities, insurance premiums, cleaning supplies, and food. The Provider may also use payments to make updates to equipment. The Provider shall detail and document these expenditures and keep documentation for verification.
6. The Provider may use the payment to purchase materials for social/emotional curriculum activities and curriculum used in the program to benefit the students. The Provider shall detail and document these expenditures and keep documentation for verification.
7. The Provider agrees that it shall not use any portion of the payments to create a new program.
8. The Provider agrees that the payment shall not be transferred to any third party.
9. In order to receive this payment, the Provider's Agreement must be received on or before November 30, 2023.
10. The Provider agrees to use all payments in accordance with this Agreement.
11. The Provider agrees to document the use of the payments in accordance with this Agreement. The Cabinet reserves the right to conduct an audit to determine the Provider's compliance with the Agreement. The Provider shall cooperate with the Cabinet in the event of an audit and shall make all documentation available upon request. The Provider shall retain all documentation for a minimum of five (5) years after December 31, 2023. The Provider agrees that if the Cabinet determines that any payment has not been properly documented and/or not retained, this shall result in an overpayment and the identified amount shall be reimbursed to the Cabinet.
12. The Provider agrees that the payment referenced herein is a grant and that it is not entitled to any additional sums.
13. This Agreement represents the entire understanding of the Parties and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
14. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
15. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
16. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.

17. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.

18. There are no third-party beneficiaries, express or implied, to this Agreement.

19. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.

20. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Provider DocuSigned by:
By: 
E32289A5158244A...
Name: Harold Kouns and Mayor Linda Gorton
Title: Extended School Program Manager and Mayor
Date: 11/27/2023
Licensure# L383556

DCBS

☐ Approve

☐ Decline

Date:

Hours of Operation in November 2023:

☐ Full-Time (25 hours or more per week)

☒ Part-Time (Less than 25 hours per week)

CHFS Cabinet Approval:

DocuSigned by:
Eric Friedlander
0A6A1D8C1808431

Eric Friedlander

Secretary

10/13/2023 | 3:36 PM EST

Approved as to form and legality:

DocuSigned by:
Wesley W Duke
D5BFF024FC274A8

wesley w Duke

General Counsel

10/13/2023 | 2:27 PM EST

CHILD CARE PROGRAM AGREEMENT

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter

“Cabinet”), and

Lexington Fayette Urban County Government Extended School Program at Yates Elementary

(hereinafter “Provider”), whose principal place of business is located at

695 E New Circle Road Lexington KY 40505

(hereinafter collectively “the Parties”).

WHEREAS, Kentucky child care providers received nine (9) stabilization payments funded by the American Rescue Plan to provide economic relief from the adverse affects of the COVID-19 pandemic; and

WHEREAS, on August 16, 2023, Governor Andy Beshear announced an additional \$50 million investment of state dollars to provide the state’s child care providers with one additional stabilization payment;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The Cabinet will make one (1) sustainment payment to all licensed, certified, and registered providers that meet the requirements of this Agreement and as detailed below:

a. The provider is an existing licensed, certified, or registered childcare provider in the Commonwealth of Kentucky; and

b. The provider is active in the Cabinet, Office of Inspector General, Division of Regulated Childcare (“DRCC”) database on or before January 1, 2023; and

c. The provider is offering face-to-face, in-person childcare.

d. The provider is a participant in the Kentucky All-STARS program and has the ability to accept children enrolled in Kentucky’s Child Care Assistance Program (CCAP).

e. If the provider only offers half-day child care services (child care services for less than 5 hours per day), then the award amount will be pro-rated by fifty percent.

f. If the provider is in an emergency suspension status or appealing a revocation, then the provider will not receive payments issued during the time of suspension or revocation.

2. The Cabinet will issue payment to licensed and certified childcare programs based on

licensure/certification capacity as reported to the DRCC by January 1, 2023. The Cabinet will issue payments to registered providers based on subsidy enrollment. The payment will be approximately \$310.00 per child dependent on the number of full-time and part-time providers that apply. Reference 1(e.) above.

3. The Cabinet will issue the payment prior to December 31, 2023.

4. The Provider may use a portion of this payment to supplement the pay of each employee who is currently providing childcare. These employee payments may be in the form of salary, salary increases, hiring bonuses, or retention bonuses. The Provider shall detail and document these expenditures and keep documentation for verification.
5. The Provider may also use the payment for "fixed expenses," including but not limited to, facility rent or mortgage, facility utilities, insurance premiums, cleaning supplies, and food. The Provider may also use payments to make updates to equipment. The Provider shall detail and document these expenditures and keep documentation for verification.
6. The Provider may use the payment to purchase materials for social/emotional curriculum activities and curriculum used in the program to benefit the students. The Provider shall detail and document these expenditures and keep documentation for verification.
7. The Provider agrees that it shall not use any portion of the payments to create a new program.
8. The Provider agrees that the payment shall not be transferred to any third party.
9. In order to receive this payment, the Provider's Agreement must be received on or before November 30, 2023.
10. The Provider agrees to use all payments in accordance with this Agreement.
11. The Provider agrees to document the use of the payments in accordance with this Agreement. The Cabinet reserves the right to conduct an audit to determine the Provider's compliance with the Agreement. The Provider shall cooperate with the Cabinet in the event of an audit and shall make all documentation available upon request. The Provider shall retain all documentation for a minimum of five (5) years after December 31, 2023. The Provider agrees that if the Cabinet determines that any payment has not been properly documented and/or not retained, this shall result in an overpayment and the identified amount shall be reimbursed to the Cabinet.
12. The Provider agrees that the payment referenced herein is a grant and that it is not entitled to any additional sums.
13. This Agreement represents the entire understanding of the Parties and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
14. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
15. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
16. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.

17. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.

18. There are no third-party beneficiaries, express or implied, to this Agreement.

19. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.

20. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Provider DocuSigned by:
By: 
A2B97C0C8259474...
Name: Harold Kouns and Mayor Linda Gorton
Title: Extended School Program Manager and Mayor
Date: 11/27/2023
Licensure# L383862

DCBS

☐ Approve

☐ Decline

Date:

Hours of Operation in November 2023:

☐ Full-Time (25 hours or more per week)

☒ Part-Time (Less than 25 hours per week)

CHFS Cabinet Approval:

DocuSigned by:
Eric Friedlander
0AFA108C18D8431

Eric Friedlander

Secretary

10/13/2023 | 3:36 PM EST

Approved as to form and legality:

DocuSigned by:
Wesley W Duke
D68FF084FC274A8

Wesley W Duke

General Counsel

10/13/2023 | 2:27 PM EST

RESOLUTION NO. 627 - 2023

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT, IF AWARDED, WHICH IS ESTIMATED TO TOTAL \$75,000.00 IN FEDERAL FUNDING (ARPA), FOR CHILD CARE EXPENSES IN THE EXTENDED SCHOOL PROGRAM AT THE DIVISION OF PARKS AND RECREATION, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY AGREEMENTS OR AMENDMENTS RELATED TO THE GRANT AWARD, AND LASTLY, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit an application to the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, which is attached hereto and incorporated herein by reference, and to provide any additional information requested in connection with this grant application, and to accept this grant if awarded, which is estimated to total \$75,000.00 in federal funds (ARPA), in order to support child care expenses in the Extended School Program at the Division of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary agreements, or amendments thereto, with the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, related to this grant award.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 16, 2023

Linda Gorton
MAYOR

ATTEST:

Alla
CLERK OF URBAN COUNTY COUNCIL

1193-23Walk on -23:BGS:X:\CASES\COMDEV\23-LE0001\LEG\00800309.DOCX

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$22,308.12 IN FEDERAL FUNDS (ARPA) FROM THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO SUPPORT CHILDCARE EXPENSES FOR THE EXTENDED SCHOOL PROGRAM IN THE DIVISION OF PARKS AND RECREATION, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$22,308.12 of federal funds (ARPA) from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, to support childcare expenses for the Extended School Program in the Division of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0067-24:BGS:4876-8311-0558, v. 1

RESOLUTION NO. 039 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$22,308.12 IN FEDERAL FUNDS (ARPA) FROM THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO SUPPORT CHILDCARE EXPENSES FOR THE EXTENDED SCHOOL PROGRAM IN THE DIVISION OF PARKS AND RECREATION, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$22,308.12 of federal funds (ARPA) from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, to support childcare expenses for the Extended School Program in the Division of Parks and Recreation, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0067-24:BGS:4876-8311-0558, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0071-24

File ID: 0071-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 020-2024

In Control: Urban County
Council

File Created: 01/12/2024

File Name: The Rotary Club of Lexington Incentive Grant

Final Action: 02/01/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to the Rotary Club of Lexington, Ky., Inc., for a Stormwater Quality Project, at a cost not to exceed \$3,000. [Div. of Water Quality, Martin]

Notes: in office 1/23/2024.

Stamped and filed in the CCO. Returned to Denice Bullock 2/5/2024. MS

Sponsors:

Enactment Date: 02/01/2024

Attachments: BlueSheet, FY2024 Rotary of Lex - Council Map, FY 2024 _Rotary Club of Lexington, Kentucky, Inc_Grant signed, 0071-24- WQ Incentive Grant with Rotary Club 4883-9881-3599 v.1.docx, R-040-2024, Contract #020-2024

Enactment Number: R-040-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0071-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement awarding a Class A (Neighborhood) Incentive Grant to the Rotary Club of Lexington, Ky., Inc., for a Stormwater Quality Project, at a cost not to exceed \$3,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an FY 2024 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Rotary Club of Lexington, Kentucky, Inc. to design and construct Phase II of the Kenawood Park Rainwater Pollinator Garden Project, in the amount of \$3,000. Funds are Budgeted. (L0071-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/12/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: \$3,000.00

Annual Impact: \$3,000.00

Project: WQINCENTIVE_24

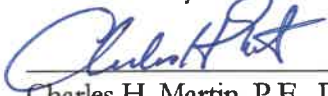
Activity: WQ_GRANT

Budget Reference:

Current Balance: \$1,661,626.20



TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 5, 2024

SUBJECT: Recommendation for an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Rotary Club of Lexington, Kentucky, Inc.

Request

The purpose of this memorandum is to request approval of an FY24 (Class A Neighborhood) Stormwater Quality Projects Incentive Grant for The Rotary Club of Lexington, Kentucky, Inc., in the amount of \$3,000.00.

Purpose of Request

Grant funds will be used to design and construct Phase II of the Kenawood Park Rainwater Pollinator Garden Project. The project element includes purchasing and installing native flowering trees and native herbaceous perennials plants and mulch. The project also will have an educational component by installing permanent signage, hosting the 2nd Annual Pollinator Week in Lexington Garden Tour and other options to educate the community about how the garden helps mitigate stormwater and provide habitat and food for pollinators. Furthermore, as part of the project, The Rotary Club of Lexington Kentucky will be hosting the Kenawood Garden Project.

Project Cost in FY24 and in Future Budget Years

The grant has been approved for FY 2024 funding by the Water Quality Fees Board in the amount of \$3,000.00.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Martin/Albright



Stormwater Quality Projects Incentive Grant Program



THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INC.

GRANT AWARD AGREEMENT
Fiscal Year 2024 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INCORPORATED, 401 W. MAIN STREET, SUITE 305, LEXINGTON, KY 40507**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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

- (1) The Government hereby grants the Grantee the sum of **\$3,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months from

the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
LINDA GORTON, MAYOR

ATTEST:

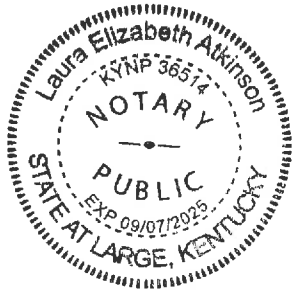
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: THE ROTARY CLUB OF LEXINGTON, KENTUCKY,
INCORPORATED
401 W. MAIN STREET, SUITE 305
LEXINGTON, KY 40507

BY: Winn Stephens
NAME: Winn Stephens
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Winn Stephens, as the duly authorized representative for and on behalf of The Rotary Club, on this the 4 day of January, 2024.
My commission expires: 9/7/25.

Laura Elizabeth Atkinson
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Rotary Club of Lexington, Kentucky, Inc.

GRANT PROGRAM **2024 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: The Rotary Club of Lexington, Kentucky, Inc.
401 W. Main Street, Suite 305
Lexington, KY 40507
KY Organization #0044928

Organization President: Edwin (Winn) Stephens
859-229-1180 (phone)
winn.stephens@gmail.com (email)

**Primary Project Contact
& Project Manager:** Jacob (Jake) H. Graves
859-321-8812 (phone)
jgraves@shepherdins.com (email)

Secondary Project Contact: Harry Richart
859-421-3174 (phone)
harrytrichart@gmail.com (email)

**Property Owner
& Project Site Location:** Lexington-Fayette Urban County Government
612 Bryanwood Parkway
Lexington, KY 40505

Design Professional: EcoGro
PO Box 22273
Lexington, KY 40522
Russ Turpin
859-797-8174 (phone)
Russ@ecogro.net (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on 612 Bryanwood Parkway shown in Figure 1, owned by LFUCG. No other property or Right-of-Way shall be disturbed without the written permission from the property owner.

In support of Rotary International’s Seventh Area of Focus, supporting the environment, the Rotary Club of Lexington proposes to initiate Phase II of its Kenawood Park Rainwater-Pollinator Garden project.

- Project Elements:
- A. Purchase and install *native flowering trees* and native *herbaceous perennials* plants and mulch;
 - B. *Install permanent signage; 2nd Annual Pollinator Week in Lexington Garden Tour* and other options to educate the community about how the garden helps mitigate stormwater and provide habitat and food for pollinators.
 - C. Host on-site (if possible) *Kenawood Garden Project* to Rotary Club of Lexington Kentucky.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
Stormwater, Mark Sanders – msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) **CONSTRUCTION:**

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Organization shall document construction by taking before, during, and after photographs.

- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 2) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 3) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 4) All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any public or private utility areas.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

4. Permanent education signage designs are to be approved by the Grant Manager or Administrator prior to production.
5. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 24.4% cost share offered in the application (approximately \$970.62).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
Draft content for Stormwater/Pollinator Garden Sign with EcoGro and submit to the Division of Water Quality & Parks and Recreation for approval	March 2024
Make preliminary plant selection and propose planting location for Phase 2 and submit to the Division of Water Quality & Parks and Recreation for approval.	March 2024
Clean up the garden plot and get it ready for planting	April 2024
Purchase Phase 2 planting material	April – May 2024
Install Phase 2 plant material and mulch	May 2024
Identify garden tour volunteers and duplicate any educational material required	May 2024
Check rainfall and water plants as needed	Weekly
Install educational sign at Kenawood Garden Plot (EcoGro)	June 2024
Submit a quarterly report to LFUCG	June 2024
Conduct garden tour for 2 nd Annual Pollinator Week in Lexington	June 2024
Invasive plant removal	June - July 2024
Identify garden tour volunteers and duplicate any educational material required	August 2024
Host on-site (if possible) Kenawood Garden Project to Rotary Club of Lexington Kentucky	August 2024
Fall cleanup and mulching	October 2024
Provide Project Final Report to LFUCG	Within 2 months of completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price		Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Grant Management								
2	Donated Professional Service Hours	Grant Manager	Grant Management	\$	19.33	hourly	3	\$ 57.99	\$ 57.99
3	Project Element: Educational Sign								
4	Professional Service	EcoGro	Graphic design, illustration, printing, hardware, & installation	\$	3,000.00	ea	1	\$ -	\$ 3,000.00
5	Project Element: Native Herbaceous Perennial and Tree Planting & Maintenance								
6	Volunteer Hours	Rotary volunteers	Organizing volunteer activities	\$	7.25	hourly	4	\$ 29.00	\$ 29.00
7	Supplies	LFUCG staff	Mulch	\$	-	load	2	\$ -	\$ -
8	Volunteer Hours	Rotary volunteers	Spring cleanup & mulching	\$	7.25	hourly	4.5	\$ 32.63	\$ 32.63
9	Materials	Plant nursery	Native flowering trees	\$	75.00	ea	2	\$ 150.00	\$ 150.00
10	Materials	Plant nursery	Native herbaceous perennials	\$	7.50	ea	20	\$ 150.00	\$ 150.00
11	Volunteer Hours	Rotary volunteers	Installing new plants	\$	7.25	hourly	16	\$ 116.00	\$ 116.00
12	Volunteer Hours	Rotary volunteers	Weekly watering	\$	7.25	hourly	32	\$ 232.00	\$ 232.00
13	Volunteer Hours	Rotary volunteers	Summer-fall weeding each 4-6 wks	\$	7.25	hourly	16	\$ 116.00	\$ 116.00
14	Volunteer Hours	Rotary volunteers	Fall mulching & cleanup	\$	7.25	hourly	6	\$ 43.50	\$ 43.50
15	Project Element: Garden Tours								
16	Volunteer Hours	Rotary volunteers	Organizing volunteer activities	\$	7.25	hourly	2	\$ 14.50	\$ 14.50
17	Volunteer Hours	Rotary volunteers	Guiding tours	\$	7.25	hourly	4	\$ 29.00	\$ 29.00
18					TOTAL PROJECT BUDGET:		\$ 970.62	\$ 3,000.00	\$ 3,970.62
19							ORGANIZATION	GRANT	
20					COST SHARE % = 24.44% OK		SHARE*	SHARE	
21					MUST BE ≥ 20%		24.4%	75.6%	
22	*Organization share must be at least 20% of the total project costs.								

FIGURE 1 – MAP OF PROJECT AREA AT 612 BRYANWOOD PARKWAY (FROM PROPERTY VALUATION ADMINISTRATOR)



RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INCORPORATED, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$3,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to The Rotary Club of Lexington, Kentucky, Incorporated, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$3,000.00, be and hereby is approved for payment to The Rotary Club of Lexington, Kentucky, Incorporated, from account # 4052-303204-3373-78112, 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
0071-24:EPT_4883-9881-3599, v. 1

RESOLUTION NO. 040____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS A (NEIGHBORHOOD) INCENTIVE GRANT TO THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INCORPORATED, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED \$3,000.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class A (Neighborhood) Incentive Grant to The Rotary Club of Lexington, Kentucky, Incorporated, for a stormwater quality project.

Section 2 – That an amount, not to exceed \$3,000.00, be and hereby is approved for payment to The Rotary Club of Lexington, Kentucky, Incorporated, from account # 4052-303204-3373-78112, 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: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0071-24:EPT_4883-9881-3599, v. 1

GRANT AWARD AGREEMENT
Fiscal Year 2024 Class A Incentive Grant Program

THIS AGREEMENT, made and entered into on the 5th day of February, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INCORPORATED, 401 W. MAIN STREET, SUITE 305, LEXINGTON, KY 40507**, (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified applicants in the implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee represents directly or indirectly a group of single-family residences in Fayette County who are fee-payers of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality for the benefit of its members, community, and the general public; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the Government's Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances;

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

- (1) The Government hereby grants the Grantee the sum of **\$3,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee agrees to match the Grant with contributions, labor, and other services equal to or greater than 20% of the total project cost.
- (3) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (4) The Grantee agrees to perform periodic reporting as detailed in Paragraph (5) herein below, and provide to the Government a Project Final Report, in digital and hard copy, within thirty (30) calendar days of the completion of the project elements following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures.

- (5) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit, at least once every three (3) months, a *Grant Reimbursement Form* and a *Request for Funds*, in standardized format provided by the Government, to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. The *Request for Funds* shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The *Request for Funds* shall include full accounting of all eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the *Request for Funds*.
 - (b) Each *Request for Funds* shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. Each *Request for Funds* shall include a minimum of 10% cost share. For cash expenditures, this shall include receipts, showing vendor paid, date, amount, and items purchased. For volunteer hours, this shall include sign-in sheets describing the events with signatures, name, address, time in and time out (or length of event), for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and miles driven.
 - (c) Each *Request for Funds* shall be accompanied by a *Project Status Report*, in a standardized format provided by the Government, describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events (if applicable), copies of the class sign-in sheets documenting the number of attendees shall be provided.
 - (d) The Government's Grant Manager shall review each *Request for Funds* and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Government's Grant Manager finds the Grantee's *Request for Funds* is in compliance with the terms of this Agreement and the Program's guidelines and that the activity progress and management program of the Grantee satisfy the terms of this Agreement, he or she shall approve the *Request for Funds* within 15 days of receipt, and then forward it to the Division of Accounting for payment.
 - (e) Should the Government's Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and/or management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the *Request for Funds*. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
 - (f) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (6) For any project which includes installation of permanent capital infrastructure as listed in Attachment A (not to include individual rain barrels, small rain gardens, and pond equipment), the Grantee agrees to meet all design standards specified in the Government's Engineering Manuals and/or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality / quantity monitoring by the Government.

- (7) For any project which includes installation of permanent capital infrastructure as listed in Attachment A, the Grantee agrees to provide in hard copy and electronic format the following deliverables as they become available, each sealed by a Professional Engineer licensed in the Commonwealth of Kentucky (or Registered Landscape Architect when allowed by Kentucky Revised Statutes 323A.010):
- Design calculations;
 - Final construction plans, including erosion and sediment control plans, traffic control plans, grading plans, etc.;
 - Final specifications and bidding documents (if applicable);
 - Detailed engineer's construction cost estimate including quantities;
 - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual;
 - Copies of all federal, state, and local permits, approvals, encroachments, etc. obtained for the project;
 - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
 - Photo documentation of site conditions and improvements before, during, and after construction.
- (8) For any project which includes installation of permanent capital infrastructure listed in Attachment A, the Grantee shall provide, by the end of the design phase, certification by a Professional Engineer or Registered Landscape Architect licensed in Kentucky that all stormwater control facilities proposed for this project are feasible and viable Best Management Practices (BMPs) for controlling stormwater quality and/or quantity and are appropriate for the project site.
- (9) The Grantee and Property Owner agree that any and all stormwater control facilities, including equipment and infrastructure, constructed or purchased with Grant monies shall remain the property of the Grantee, or the current property owner, or his successors and assigns, unless otherwise noted in Attachment A.
- (10) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure shall remain in service and maintained by the Grantee or its representatives and the Property Owner for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility referenced in Paragraph (7) above. For capital infrastructure, the Grantee and Property Owner further accepts and agrees to enter into the "*Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant*" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (11) The Grantee agrees, and all individual property owners with grant-funded improvements installed on their properties shall agree, to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (12) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (13) The Grantee agrees to obtain all necessary local, state, and federal permits and approvals in a timely manner and prior to the start of any work requiring such permits or approvals.
- (14) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (15) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months from

the date of this Agreement. The Grantee agrees to obtain written approval from the Government's Grant Manager and Program Administrator for any time extensions beyond the grant period. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.

- (16) The Grantee understands that the Grant shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (17) The Grantee asserts that it is an incorporated organization registered in active status with the Commonwealth of Kentucky Secretary of State, and is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housings Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels, or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (25) herein below.
- (18) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (19) In any advertisement of the grant-funded project, whether oral or written communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (20) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (21) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall defend, indemnify, and hold harmless the Government from and against any and all liability, claims, damages, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or Property Owner's contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, or in any way connected with the activities carried out pursuant to this Agreement, the Grant award, or the Stormwater Quality Projects Incentive Grant Program.

- (25) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Government shall provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts, and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.
- (26) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

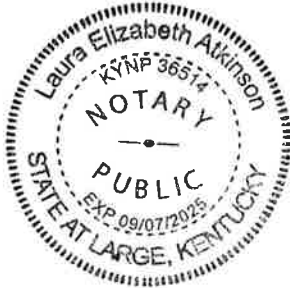
BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
Markenja Stock
CLERK, URBAN COUNTY COUNCIL
Deputy

Grantee Organization: THE ROTARY CLUB OF LEXINGTON, KENTUCKY,
INCORPORATED
401 W. MAIN STREET, SUITE 305
LEXINGTON, KY 40507

BY: Winn Stephens
NAME: Winn Stephens
TITLE: President

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Winn Stephens, as the duly authorized representative for and on behalf of The Rotary Club, on this the 4 day of January, 2024.
My commission expires: 9/7/25
Laura Elizabeth Atkinson
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Rotary Club of Lexington, Kentucky, Inc.

GRANT PROGRAM 2024 Stormwater Quality Projects Incentive Grant Program
Class A Neighborhood Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: The Rotary Club of Lexington, Kentucky, Inc.
401 W. Main Street, Suite 305
Lexington, KY 40507
KY Organization #0044928

Organization President: Edwin (Winn) Stephens
859-229-1180 (phone)
winn.stephens@gmail.com (email)

**Primary Project Contact
& Project Manager:** Jacob (Jake) H. Graves
859-321-8812 (phone)
jgraves@shepherdins.com (email)

Secondary Project Contact: Harry Richart
859-421-3174 (phone)
harrytrichart@gmail.com (email)

**Property Owner
& Project Site Location:** Lexington-Fayette Urban County Government
612 Bryanwood Parkway
Lexington, KY 40505

Design Professional: EcoGro
PO Box 22273
Lexington, KY 40522
Russ Turpin
859-797-8174 (phone)
Russ@ecogro.net (email)

PROJECT PLAN ELEMENTS

All improvements shall be located on 612 Bryanwood Parkway shown in Figure 1, owned by LFUCG. No other property or Right-of-Way shall be disturbed without the written permission from the property owner.

In support of Rotary International’s Seventh Area of Focus, supporting the environment, the Rotary Club of Lexington proposes to initiate Phase II of its Kenawood Park Rainwater-Pollinator Garden project.

- Project Elements:
- A. Purchase and install *native flowering trees* and *native herbaceous perennials* plants and mulch;
 - B. *Install permanent signage*; 2nd Annual *Pollinator Week in Lexington Garden Tour* and other options to educate the community about how the garden helps mitigate stormwater and provide habitat and food for pollinators.
 - C. Host on-site (if possible) *Kenawood Garden Project* to Rotary Club of Lexington Kentucky.

1) **DESIGN:**

No grant-funded activities shall occur until the LFUCG Grant Manager gives Notice to Proceed, in writing, for the start of the project.

Design tasks will include meetings, survey, engineering design, permit submittals to the applicable local, state, and federal agencies, bidding, and construction.

Design shall also account for the following stipulations:

- Submittals for stream permits (401 / 404) shall be completed as early as possible in the design process to inform the Design Engineer of alternatives that can be permitted without triggering state or federal mitigation requirements (if required).
- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and rights-of-way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Parks and Recreation, Chris Cooperrider – ccooperrider@lexingtonky.gov
 Environmental Services (greenways), Demetria Mehlhorn – dkimball@lexingtonky.gov
 Environmental Services (street trees), Heather Wilson – hwilson@lexingtonky.gov
 Engineering (right-of-way), John Cassel – jcassel@lexingtonky.gov
 Engineering (new development), Hillard Newman – hnewman@lexingtonky.gov
 Sanitary Sewers, Chris Dent – cdent@lexingtonky.gov
 Stormwater, Mark Sanders – msanders@lexingtonky.gov

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.
- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

2) **CONSTRUCTION:**

No construction shall occur until written approval from all affected property owners is provided to the LFUCG Grant Manager.

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be contacted, located, and coordinated with prior to any work being performed.
- The Organization shall document construction by taking before, during, and after photographs.

- Once construction is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given five (5) business days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given three (3) business days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class A Stormwater Quality Projects Incentive Grant* included as Attachment B of the Grant Award Agreement within twenty-one (21) calendar days of the final (post punch-list) inspection. This Agreement may be recorded by LFUCG at the Fayette County Clerk's office.

REPORTING REQUIREMENTS

- 1) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 2) Copies of written approval / agreement from affected property owners shall be provided to the LFUCG Grant Manager prior to proceeding with construction.
- 3) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 4) All attachments to Requests for Funds & Project Status Reports shall reference the associated line in Table 2 – Eligible Expenses.

PERMANENT FACILITIES / INFRASTRUCTURE

Permanent Capital Infrastructure: This grant does not include Permanent Capital Infrastructure for purposes of the Grant Award Agreement.

Monitoring by LFUCG: The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement following the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

SITE / CONSTRUCTION ACCESS

If work is to be performed on private property (including LFUCG-owned), the Organization is responsible to obtain written authorization from the affected property owner(s) allowing such access. No permanent feature (including plantings), shall be placed upon private property without prior signed authorization from the owner. The written authorization(s) shall be provided to the LFUCG Grant Manager prior to work commencing.

ADDITIONAL GRANT STIPULATIONS

1. Tree removal and planting activities shall be reviewed and approved by the Division of Environmental Services Urban Forester and/or Arborist prior to any tree removal or planting activities.
2. Tree plantings shall be coordinated with existing utilities prior to plantings, and if possible, trees shall not be planted within 10' of an existing utility. Encroachment agreements shall be obtained when working within any public or private utility areas.
3. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.

- 4. Permanent education signage designs are to be approved by the Grant Manager or Administrator prior to production.
- 5. An Inspection, Operations, and Maintenance (IOM) Plan shall be provided at the conclusion of the project.
- 6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 24.4% cost share offered in the application (approximately \$970.62).

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager and Program Administrator. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval of Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2024
Draft content for Stormwater/Pollinator Garden Sign with EcoGro and submit to the Division of Water Quality & Parks and Recreation for approval	March 2024
Make preliminary plant selection and propose planting location for Phase 2 and submit to the Division of Water Quality & Parks and Recreation for approval.	March 2024
Clean up the garden plot and get it ready for planting	April 2024
Purchase Phase 2 planting material	April – May 2024
Install Phase 2 plant material and mulch	May 2024
Identify garden tour volunteers and duplicate any educational material required	May 2024
Check rainfall and water plants as needed	Weekly
Install educational sign at Kenawood Garden Plot (EcoGro)	June 2024
Submit a quarterly report to LFUCG	June 2024
Conduct garden tour for 2 nd Annual Pollinator Week in Lexington	June 2024
Invasive plant removal	June - July 2024
Identify garden tour volunteers and duplicate any educational material required	August 2024
Host on-site (if possible) Kenawood Garden Project to Rotary Club of Lexington Kentucky	August 2024
Fall cleanup and mulching	October 2024
Provide Project Final Report to LFUCG	Within 2 months of completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or redevelopment associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 – ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Grant Management							
2	Donated Professional Service Hours	Grant Manager	Grant Management	\$ 19.33 hourly	3	\$ 57.99		\$ 57.99
3	Project Element: Educational Sign							
4	Professional Service	EcoGro	Graphic design, illustration, printing, hardware, & installation	\$ 3,000.00 ea	1	\$ -	\$ 3,000.00	\$ 3,000.00
5	Project Element: Native Herbaceous Perennial and Tree Planting & Maintenance							
6	Volunteer Hours	Rotary volunteers	Organizing volunteer activities	\$ 7.25 hourly	4	\$ 29.00		\$ 29.00
7	Supplies	LFUCG staff	Mulch	\$ - load	2	\$ -		\$ -
8	Volunteer Hours	Rotary volunteers	Spring cleanup & mulching	\$ 7.25 hourly	4.5	\$ 32.63		\$ 32.63
9	Materials	Plant nursery	Native flowering trees	\$ 75.00 ea	2	\$ 150.00		\$ 150.00
10	Materials	Plant nursery	Native herbaceous perennials	\$ 7.50 ea	20	\$ 150.00		\$ 150.00
11	Volunteer Hours	Rotary volunteers	Installing new plants	\$ 7.25 hourly	16	\$ 116.00		\$ 116.00
12	Volunteer Hours	Rotary volunteers	Weekly watering	\$ 7.25 hourly	32	\$ 232.00		\$ 232.00
13	Volunteer Hours	Rotary volunteers	Summer-fall weeding each 4-6 wks	\$ 7.25 hourly	16	\$ 116.00		\$ 116.00
14	Volunteer Hours	Rotary volunteers	Fall mulching & cleanup	\$ 7.25 hourly	6	\$ 43.50		\$ 43.50
15	Project Element: Garden Tours							
16	Volunteer Hours	Rotary volunteers	Organizing volunteer activities	\$ 7.25 hourly	2	\$ 14.50		\$ 14.50
17	Volunteer Hours	Rotary volunteers	Guiding tours	\$ 7.25 hourly	4	\$ 29.00		\$ 29.00
18	TOTAL PROJECT BUDGET:						\$ 970.62	\$ 3,000.00
19							ORGANIZATION SHARE*	GRANT SHARE
20							24.4%	75.6%
21								
22	*Organization share must be at least 20% of the total project costs.							

FIGURE 1 – MAP OF PROJECT AREA AT 612 BRYANWOOD PARKWAY
(FROM PROPERTY VALUATION ADMINISTRATOR)



Stormwater Quality Projects Incentive Grant Program



THE ROTARY CLUB OF LEXINGTON, KENTUCKY, INC.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0072-24

File ID: 0072-24

Type: Resolution

Status: Approved

Version: 2

Contract #:

In Control: Urban County
Council

File Created: 01/12/2024

Final Action: 02/01/2024

File Name: Request Council authorization to accept an additional award of federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$104,028 under the American Rescue Plan Act (ARPA) to support c

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$104,028 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Notes:

Sponsors:

Enactment Date: 02/01/2024

Attachments: 24-Bluesheet Memo FCC ARP Add'l Funds, BA 12769, BA 12770 payroll recovery, Child Care Program Agreement - Fully Executed, KICCS Check #1 GA 25174933, Resolution 626-2023, 0072-24 Acceptance of Additional ARPA funds for Family Care Center 4890-7679-9134 v.1.docx, R-041-2024

Enactment Number: R-041-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
2	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
2	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0072-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to accept an additional award of \$104,028 in Federal funds (ARPA) from the Ky. Cabinet for Health and Family Services, Dept. for Community Based Services, to support childcare expenses at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Family Services, Horton-Holt]

Summary

Authorization to accept an additional award of Federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$104,028 under the American Rescue Plan Act (ARPA) to support child care expenses at the Family Care Center. No matching funds required. (L0072-24) (Horton-Holt/Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Brittany Smith, 11/14/2023

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number:

This Fiscal Year Impact: \$104,028

Annual Impact: \$0

Project: FCC_ARPA_2024

Activity: FED_GRANT

Budget Reference: 2024

Current Balance: BA in process



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

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

DATE: JANUARY 11, 2024

SUBJECT: Accept Additional American Rescue Plan Act Funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services for the Family Care Center

Request: Council authorization to accept an additional award of federal funds from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services in the amount of \$104,028 under the American Rescue Plan Act (ARPA) to support child care expenses at the Family Care Center. No matching funds required.

Purpose of Request: On November 16, 2023 (Resolution 626-2023), Council approved to submit an application and accept an award in the amount of \$20,460 from the Kentucky Cabinet for Health and Family Services, Department of Community Based Services as a sustainment grant to support child care expenses at the Family Care Center.

The Kentucky Cabinet for Health and Family Services, Department of Community Based Services has awarded the Family Care Center additional federal funds in the amount of \$104,028 to maintain all licensed, certified, and registered child care providers to remain open and preserve slots available for care. These are federal funds allocated through American Rescue Plan for response to the coronavirus to sustain providers serving essential employees.

What is the cost in this budget year and future budget years? \$104,028 in federal funds is awarded for FY 2024. No match is required. Funds for future budget years are dependent upon availability of grant funds.

Are the funds budgeted? Budget amendment is in process.

File Number: 0072-24

Director/Commissioner: Horton-Holt/Allen-Bryant



LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/12/2024 **Status:** Pending Approval **Amend Nbr:** 12769

Business Unit: LFUCG **Journal Date:** 01/12/2024 **Budget Period:** 2024 **Bid:** ☐ **Admin Review:** ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View 3](#) | | First 1-7 of 7 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	606404	0001	63111	Civil Service Salaries	55,731.00	059240	059223	
2	3230	606404	0001	63511	Pension Contributions	13,007.00	059240	059223	
3	3230	606404	0001	63615	BP - UCG	5,573.00	059240	059223	
4	3230	606404	0001	63621	FICA	3,801.00	059240	059223	
5	3230	606404	0001	63622	Unemployment Insurance	27.00	059240	059223	
6	3230	606404	0001	63624	Medicare Expense	889.00	059240	059223	
7	3230	606404	0001	75101	Operating Supplies and Expense	25,000.00	059240	059223	

▼ Revenue Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3230	606404	0001	44010	Intergovernmental - Federal	104,028.00	059240	059223	

▶ **Project/Grant Revenue**

▶ **Project/Grant Expenditures**

Comments:

To budget additional funds awarded on FCC_ARPA_2024.

Net Amend Amt: 0.00

Submit for Approval

Save

Add

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E

Date: 01/12/2024

Status: Pending Approval

Amend Nbr: 12770

Business Unit: LFUCG

Journal Date: 01/12/2024

Budget Period: 2024

Bid: ☐

Admin Review: ☐

▼ Personnel, Operating & Capital Accounts

[Personalize](#) | [Find](#) | [View All](#) | | First 1 of 1 Last

Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1 1101	606401	0001	63964	Payroll Recovery-Grants	-79,028.00	059240	059223	

► Revenue Accounts

► Project/Grant Revenue

► Project/Grant Expenditures

Reduction in budget exceeds available budget including tolerance amount - Operating: [1];

Comments:

To budget payroll recovery on FCC_ARPA_2024.

Net Amend Amt: 79,028.00

Submit for Approval

Save

Add

CHILD CARE PROGRAM AGREEMENT

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter

"Cabinet"), and

Family Care Center Lexington Fayette Urban County Government

(hereinafter "Provider"), whose principal place of business is located at

1135 Harry Sykes Way Lexington KY 40504

(hereinafter collectively "the Parties").

WHEREAS, Kentucky child care providers received nine (9) stabilization payments funded by the American Rescue Plan to provide economic relief from the adverse affects of the COVID-19 pandemic; and

WHEREAS, on August 16, 2023, Governor Andy Beshear announced an additional \$50 million investment of state dollars to provide the state's child care providers with one additional stabilization payment;

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The Cabinet will make one (1) sustainment payment to all licensed, certified, and registered providers that meet the requirements of this Agreement and as detailed below:

a. The provider is an existing licensed, certified, or registered childcare provider in the Commonwealth of Kentucky; and

b. The provider is active in the Cabinet, Office of Inspector General, Division of Regulated Childcare ("DRCC") database on or before January 1, 2023; and

c. The provider is offering face-to-face, in-person childcare.

d. The provider is a participant in the Kentucky All-STARS program and has the ability to accept children enrolled in Kentucky's Child Care Assistance Program (CCAP).

e. If the provider only offers half-day child care services (child care services for less than 5 hours per day), then the award amount will be pro-rated by fifty percent.

f. If the provider is in an emergency suspension status or appealing a revocation, then the provider will not receive payments issued during the time of suspension or revocation.

2. The Cabinet will issue payment to licensed and certified childcare programs based on

licensure/certification capacity as reported to the DRCC by January 1, 2023. The Cabinet will issue payments to registered providers based on subsidy enrollment. The payment will be approximately \$310.00 per child dependent on the number of full-time and part-time providers that apply. Reference 1(e.) above.

3. The Cabinet will issue the payment prior to December 31, 2023.

4. The Provider may use a portion of this payment to supplement the pay of each employee who is currently providing childcare. These employee payments may be in the form of salary, salary increases, hiring bonuses, or retention bonuses. The Provider shall detail and document these expenditures and keep documentation for verification.
5. The Provider may also use the payment for "fixed expenses," including but not limited to, facility rent or mortgage, facility utilities, insurance premiums, cleaning supplies, and food. The Provider may also use payments to make updates to equipment. The Provider shall detail and document these expenditures and keep documentation for verification.
6. The Provider may use the payment to purchase materials for social/emotional curriculum activities and curriculum used in the program to benefit the students. The Provider shall detail and document these expenditures and keep documentation for verification.
7. The Provider agrees that it shall not use any portion of the payments to create a new program.
8. The Provider agrees that the payment shall not be transferred to any third party.
9. In order to receive this payment, the Provider's Agreement must be received on or before November 30, 2023.
10. The Provider agrees to use all payments in accordance with this Agreement.
11. The Provider agrees to document the use of the payments in accordance with this Agreement. The Cabinet reserves the right to conduct an audit to determine the Provider's compliance with the Agreement. The Provider shall cooperate with the Cabinet in the event of an audit and shall make all documentation available upon request. The Provider shall retain all documentation for a minimum of five (5) years after December 31, 2023. The Provider agrees that if the Cabinet determines that any payment has not been properly documented and/or not retained, this shall result in an overpayment and the identified amount shall be reimbursed to the Cabinet.
12. The Provider agrees that the payment referenced herein is a grant and that it is not entitled to any additional sums.
13. This Agreement represents the entire understanding of the Parties and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
14. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
15. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
16. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.

17. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.

18. There are no third-party beneficiaries, express or implied, to this Agreement.

19. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.

20. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Provider

DocuSigned by:

By:

Sheila Horton-Holt and Mayor Linda Gorton

3C73EA74038043B...

Name: Sheila Horton-Holt and Mayor Linda Gorton

Title: Director Family Care Center and Mayor

Date: 11/27/2023

Licensure# 350165

DCBS

☐ Approve

☐ Decline

Date:

Hours of Operation in November 2023:

☒ Full-Time (25 hours or more per week)

☐ Part-Time (Less than 25 hours per week)

CHFS Cabinet Approval:

DocuSigned by
Eric Friedlander
DAEA10BC160E431

Eric Friedlander

Secretary

10/13/2023 | 3:36 PM EST

Approved as to form and legality:

DocuSigned by
Wesley W Duke
361F70B4FC274A6

Wesley W Duke

General Counsel

10/13/2023 | 2:27 PM EST

Direct Inquiries to:

COMMONWEALTH OF KENTUCKY

Dept for Community Based Svcs
 Division of Child Care
 275 East Main Street 3C-F
 Frankfort KY 40621
 502-564-2535

Payee: **FAMILY CARE CENTER**Check Number: **GA 25174933**Amount: ******124,488.00**Date: **12/22/2023**

KICCS CHILD CARE PROVIDER PAYMENT. IF YOU HAVE QUESTIONS ABOUT THIS CHECK,
 CALL 844-209-2657. THIS MONEY IS TAXABLE AND WILL BE REPORTED TO THE IRS ON
 FORM 1099. YOU MAY BE RESPONSIBLE FOR PAYING TAXES ON THIS MONEY. RETAIN T
 HIS STUB FOR YOUR RECORDS.

REMOVE DOCUMENT ALONG THIS PERFORATION

THE BACKGROUND OF THIS DOCUMENT IS BLUE WITH A GREEN WARNING BAND. THERE IS A SECURITY MARK ON THE BACK. DO NOT ACCEPT WITHOUT THESE FEATURES.



JPMorgan
 Chase Bank, N.A.
 Louisville, KY

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF THE TREASURY
 Frankfort, Kentucky

21-13
 830

Check Number

GA 25174933

Date: 12/22/2023

ONE HUNDRED TWENTY FOUR THOUSAND, FOUR HUNDRED EIGHTY EIGHT DOLLARS AND NO
 CENTS

Pay to the
 Order of

FAMILY CARE CENTER
1135 HARRY SYKES WAY
LEXINGTON KY 40504

****124,488.00

Valid for one(1) year

Allison Ball

State Treasurer

Description:

⑈ 25174933 ⑈ ⑆083000137⑆ 936836402⑈

RESOLUTION NO. 626 - 2023

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT, IF AWARDED, WHICH IS ESTIMATED TO TOTAL \$20,460.00 IN FEDERAL FUNDING (ARPA), FOR CHILD CARE EXPENSES IN THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY AGREEMENTS OR AMENDMENTS RELATED TO THE GRANT AWARD, AND LASTLY, AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit an application to the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, which is attached hereto and incorporated herein by reference, and to provide any additional information requested in connection with this grant application, and to accept this grant if awarded, which is estimated to total \$20,460.00 in federal funds (ARPA), in order to support child care expenses in the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary agreements, or amendments thereto, with the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, related to this grant award.

Section 3 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the grant budget established for this grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 16, 2023


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

1192-23Walk on/BGS:X:\CASES\COMDEV\23-LE0001\LEG\00800330.DOCX

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$104,028.00 IN FEDERAL FUNDS (ARPA) FROM THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO SUPPORT CHILDCARE EXPENSES AT THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$104,028.00 of federal funds (ARPA) from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, to support childcare expenses at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0072-24:BGS:4890-7679-9134, v. 1

RESOLUTION NO. 041 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO ACCEPT AN ADDITIONAL AWARD OF \$104,028.00 IN FEDERAL FUNDS (ARPA) FROM THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, TO SUPPORT CHILDCARE EXPENSES AT THE FAMILY CARE CENTER, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to accept an additional award of \$104,028.00 of federal funds (ARPA) from the Kentucky Cabinet for Health and Family Services, Department for Community Based Services, to support childcare expenses at the Family Care Center, the acceptance of which does not obligate the Urban County Government to the expenditure of funds.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget established for this Grant.

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0072-24:BGS:4890-7679-9134, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0073-24

File ID: 0073-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 016-2024

In Control: Urban County
Council

File Created: 01/12/2024

File Name: Magnet Forensics (Grayshift LLC)

Final Action: 02/01/2024

Title: A Resolution authorizing the Div. of Police to purchase Magnet Forensics Software from Grayshift LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Grayshift LLC, related to the procurement, at a cost not to exceed \$50,595. [Div. of Police, Weathers]

Notes: In office 1/18/2024. MS
Stamped and filed in the CCO. Returned to Renita 2/4/2024 via scans.

Sponsors:

Enactment Date: 02/01/2024

Attachments: Cover Memo - Magnet Forensics (Grayshift),
Magnet Forensics (Grayshift) Quote, Sole Source
Certification - Magnet Forensics (Grayshift), 73-24
4890-2122-4350 v.1.docx, R-042-2024, Contract
#016-2024

Enactment Number: R-042-2024

Deed #:

Hearing Date:

Drafter: Renita Happy

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	01/23/2024	Approved and Referred to Docket	Urban County Council	01/23/2024		Pass
1	Urban County Council	01/23/2024	Received First Reading	Urban County Council	02/01/2024		
1	Urban County Council	02/01/2024	Approved				Pass

Text of Legislative File 0073-24

Title

A Resolution authorizing the Div. of Police to purchase Magnet Forensics Software from Grayshift LLC, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Grayshift LLC, related to the procurement, at a cost not to exceed \$50,595. [Div. of Police, Weathers]

Summary

Authorization to re-establish Magnet Forensics (Grayshift LLC) as a sole source vendor for the purchase of Magnet Forensics Software, a digital investigative platform for recovering digital evidence from smartphones, computers, external storage devices and the Cloud, at a cost of \$50,595. Funds are Budgeted. (L0073-24) (Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, 1/12/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505506-5561-76102

Year Impact: \$50,595

Annual Impact: \$ -0-

Project:

Activity:

Budget Reference:

Current Balance: \$497,973.62



Lexington-Fayette Urban County Government
DEPARTMENT OF PUBLIC SAFETY

Linda Gorton
Mayor

Kenneth Armstrong
Commissioner

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: January 12, 2024

SUBJECT: Magnet Forensics (Grayshift LLC) – Sole Source Certification & Purchase Software System

Request

Authorization to re-establish Magnet Forensics as a sole source vendor and approval of purchase of Magnet Forensics (Grayshift LLC) Software.

Why are you requesting?

Magnet Forensics is a digital investigative platform that is the industry standard for recovering digital evidence from smartphones, computers, external storage devices and the Cloud among law enforcement agencies. The LPD has used these devices for many years and the results are accepted by the local court system. No other product has been found to provide better results for a lower cost.

The Police Department is requesting approval from the Urban County Council and Mayor Gorton in regards to re-establishing Magnet Forensics as a sole source vendor, and authorize purchase of Magnet Forensics Software.

What is the cost in this budget year and future budget years? \$50,595

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

File Number: 0073-24

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

LBW/rmh



Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-315612-1
Issue Date: 11 Dec, 2023
Expires On: 11 Jan, 2024

Bill To

Dilyana Nicolova
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

Ship To

Dilyana Nicolova
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

End User

Dilyana Nicolova
Lexington Police Department (KY)
150 E Main St.
Lexington Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
James Fisher		james.fisher@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-PR	GrayKey License - Premier Unlimited iOS and Android Extractions Renewal for Serial Numbers: 68059dead4390805	25 Jan, 2024 to 24 Jan, 2025	USD 50,595.00	1	USD 50,595.00

Sub-Total USD 50,595.00
Taxes USD 0.00
Grand Total USD 50,595.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Q-315612 - USD 50,595.00

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature: _____

Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to James Fisher at james.fisher@magnetforensics.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes (\$2,500-\$10,000), formal quotes (\$10,001 - \$29,999.99), or formal bid (\$30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding \$30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Lt. Chris Sizemore Division/Dept Police/Special Investigations

Phone 859-258-3541 Email csizemore@lexingtonpolice.ky.gov

Type of Purchase: (X) Goods/Materials/Equipment (X) Services

Cost: \$50,595

Sole Source Request for the Purchase of: forensic mobile phone examination device/software

☐ One Time Purchase ☒ To Establish Sole Source Provider Contract
(subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Grayshift LLC

Contact Name James Fisher

Address 931 Monroe Drive NE Suite A102-340 Atlanta, GA 30308

Phone 519-342-0195 Email james.fisher@magnetforensics.com



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. Describe the product or service and list the necessary features this product provides that are not available from any other option.

GrayKey forensic mobile phone examination software/hardware. This is the only product that has the function to examine mobile phones in a locked state. GrayKey is only sold to Law Enforcement and other Government institutions. It is sold only by Grayshift, the developer/manufacturer.

2. Below are eligible reasons for sole source. Check one and describe.

☒ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

There are no competitors in existence that offer the GrayKey line of product. Grayshift owns all distribution and marketing rights of GrayKey and designates how GrayKey may be marketed and sold.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:



JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

-

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

Grayshift LLC has advised that they do not use outside vendors for their product or support. Internet research has been conducted to confirm this.

4. How was the price offered determined to be fair and reasonable?

(Explain what the basis was for comparison and include cost analyses as applicable.)

The price for this license renewal, services and equipment is consistent with similar programs/license renewals.

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

By continuing to re-license and support the existing hardware, the cost of procurement of new hardware is avoided. Utilization of the program will allow in-house digital processing that otherwise would require outsourcing at a greater expense to the police department with far less efficiency.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAGNET FORENSICS SOFTWARE FROM GRAYSHIFT LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH GRAYSHIFT LLC, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$50,595.00.

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

Section 1 – That the Division of Police is authorized to purchase Magnet Forensics Software from Grayshift LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Grayshift LLC., related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$50,595.00 be and hereby is approved for payment to Grayshift LLC., from the following account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0073-24:MRS:4890-2122-4350, v. 1

RESOLUTION NO. 042 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF POLICE TO PURCHASE MAGNET FORENSICS SOFTWARE FROM GRAYSHIFT LLC., A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH GRAYSHIFT LLC, RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$50,595.00.

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

Section 1 – That the Division of Police is authorized to purchase Magnet Forensics Software from Grayshift LLC., a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Grayshift LLC., related to the procurement.

Section 2 – That an amount, estimated not to exceed the sum of \$50,595.00 be and hereby is approved for payment to Grayshift LLC., from the following account #1101-505506-76102.

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

PASSED URBAN COUNTY COUNCIL: February 1, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0073-24:MRS:4890-2122-4350, v. 1

Q-315612 - USD 50,595.00

Quotation



Address:
Magnet Forensics, LLC
931 Monroe Drive NE
Suite A102-340
Atlanta, Georgia 30308
United States

Phone: 519-342-0195
E-Mail: sales@magnetforensics.com

Quote #: Q-315612-1
Issue Date: 11 Dec, 2023
Expires On: 11 Jan, 2024

Bill To

Dilyana Nicolova
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

Ship To

Dilyana Nicolova
Lexington Police Department (KY)
150 East Main Street
Lexington, Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

End User

Dilyana Nicolova
Lexington Police Department (KY)
150 E Main St.
Lexington Kentucky 40507
United States
(859) 258-3600
dnicolova@lexingtonpolice.ky.gov

PREPARED BY	PHONE	EMAIL	PAYMENT TERM
James Fisher		james.fisher@magnetforensics.com	Net 30

ITEM #	PRODUCT NAME	SMS DATES	UNIT SELLING PRICE	QTY	EXTENDED PRICE
GKL-ONF-PR	GrayKey License - Premier Unlimited iOS and Android Extractions Renewal for Serial Numbers: 68059dead4390805	25 Jan, 2024 to 24 Jan, 2025	USD 50,595.00	1	USD 50,595.00

Sub-Total USD 50,595.00
Taxes USD 0.00
Grand Total USD 50,595.00

Prices subject to change upon quote expiry. Accurate sales tax will be calculated at the time of invoicing when applicable. If your company is tax exempt, please provide appropriate support with your signed quote. Hardware may be subject to additional fees related to delivery, import and export.

Terms & Conditions

Unless you have an existing written agreement with Magnet Forensics for the products and/or services listed in this quotation, by: (a) signing below, (b) submitting an Order to Magnet Forensics referencing this quotation, or (c) making payment for the products and/or related services listed in this quotation, you agree to the terms and conditions at <http://magnetforensics.com/legal/> applicable to such products and/or services listed in this quotation to the exclusion of any differing or additional terms which may be found on your purchase order or similar document. By signing, you certify that you have the authority to bind your organization.

Magnet Forensics may adjust the software term start and/or end date, without increasing the total software license price, based on the date Magnet Forensics activates the software and provided that the total software license term length does not change.

Signature:

Linda Gorton

Date:

2, 5, 2024

Name (Print):

Linda Gorton

Title:

Mayer

Please sign and email to James Fisher at james.fisher@magnetforensics.com