



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: LEXINGTON-FAYETTE URBAN CO GOVERNMENT	
Doc ID No: PON2 660 1300002435 1	Procurement Folder: 2868342
Procurement Type: Memorandum of Agreement	
Administered By: Melissa Brewer	Cited Authority: FAP111-44-00
Telephone: 502-564-7109	Issued By: Melissa Brewer

C O N T R A C T O R	LFUCG
	469 PARKWAY DR
	LEXINGTON KY 40504
	US

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1			0.00		0.00000	50,000.00	50,000.00

Extended Description

Lexington-Fayette County Urban County Government (LFUCG), Division of Parks and Recreation propose to enhance an existing static archery range with a program shelter, covered shooting lanes, an elevated shooting stand, and additional targets. This contract is effective July 1, 2013 through June 30, 2014.

B I L L T O	233564	S H I P T O
	COM FW DEPT FISH AND WILDLIFE	
	#1 SPORTSMAN'S LANE	
	FRANKFORT KY 40601	
US		

Total Order Amount: 50,000.00

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 2 of 8
------------	--------------------------------	--	-----------------------

Lexington-Fayette County Archery Park Project (Hisle Farm)

Project Summary

Lexington-Fayette County Urban County Government (LFUCG), Division of Parks and Recreation propose to enhance an existing static archery range with a program shelter, covered shooting lanes, an elevated shooting stand, and additional targets (static and/or 3-D).

Problem and Need

Public shooting range opportunities are extremely limited in Kentucky; only a very small portion of these ranges are open to the public. The vast majority of these archery ranges are owned and operated by private clubs and archery shops.

There is a great need to provide archery ranges in Kentucky that are open to the public. The public's interest in archery has increased greatly over the last several years in Kentucky, but this interest is not adequately supported by public archery ranges.

Objective

To provide financial assistance to Lexington-Fayette Urban County Government to enhance the archery range facilities at Hisle Community Park.

Expected Results and Benefits

Archery range development and improvement will provide sportsmen and sportswomen with a quality opportunity to develop and/or sharpen shooting skills, as well as increase outdoor recreational opportunities. One of the factors essential to producing safe and responsible hunters is to provide them with quality practice facilities. Ranges will provide benefits to shooters year-round, and they provide critical benefits to hunters immediately prior to various game season openings. This project will increase the availability of public archery shooting ranges to Kentucky shooters and hunters and enhance bow hunter and archery education. They will provide a place for the public to sight-in and practice with their archery equipment.

Approach

Lexington-Fayette Urban county Government (LFUCG), Division of Parks and Recreation propose to enhance an existing static archery range with up to the following: a program shelter,

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 3 of 8
------------	--------------------------------	--	-----------------------

covered shooting lanes, an elevated shooting stand, and additional targets (static and/or 3-D).

Schedule

July 1, 2013 to June 30, 2014.

Cost

\$50,000. Lexington-Fayette County Urban County Government will provide the non-federal match.

Location

Lexington-Fayette County Archery Park Project (Hisle Farm)

The park location is 3551 Briar Hill Road (U.S. Highway 57) approximately 5 miles northeast of downtown Lexington, Kentucky. The approximate project coordinates are N38 04' 9.9" by W84 23' 27.1".

Key Personnel

Tim Slone, Kentucky Department of Fish and Wildlife Resources. Mr. Slone is the director of the Information and Education Division and oversees community archery related activities.

Chris Cooperrider, Lexington-Fayette Urban County Government, Deputy Director, 469 Parkway Drive, Lexington, Kentucky 40504

Vendor Information

Lexington-Fayette Urban County Government

Contact: Chris Cooperrider, Deputy Director, 469 Parkway Drive, Lexington, Kentucky 40504

KDFWR agrees to pay up to \$50,000 actual allowable costs incurred, not to exceed \$50,000 in federal funds upon receipt of invoice. Lexington-Fayette County Urban County Government will provide \$16,667 in non-federal matching funds; this will bring the total budget for state FY14 (July 1, 2013 to June 30, 2014) to \$66,667. KDFWR shall reimburse Lexington-Fayette County Urban County Government at project completion once a final inspection of the project has been completed and determined to be satisfactory based upon their approved project proposal.

Lexington-Fayette County Urban County Government agrees that they shall be responsible for providing 25% match (non-federal funds) for this project. At no point during this contract shall the amount paid to Lexington-Fayette County Urban County Government by the KDFWR exceed 75% of the total documented cost. Total documented cost includes the sum of eligible

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV FERNMENT	Page 4 of 8
------------	-------------------------	--	----------------

costs requested for payment, plus the amount of non-federal matching funds provided by Lexington-Fayette County Urban County Government.

The effective dates for this MOA will be for the period of July 1, 2013 through June 30, 2014. Only those project-related invoices dated during the effective period shall be eligible for reimbursement.

Lexington-Fayette County Urban County Government agrees that the KDFWR shall not pay any further invoices towards this contract in the event that Lexington-Fayette County Urban County Government becomes delinquent on providing any type of interim report, final report, species occurrence data, or any other requested product. The KDFWR shall resume payment of invoices once the delinquent product has been received by the KDFWR and determined to be acceptable.

The final invoice and programmatic performance report shall be submitted no later than June 30, 2014. Any invoice not received by KDFWR by this date shall not be eligible for reimbursement, even if dated during the effective dates of this contract. **KDFWR will not accept invoices of estimated services.**

By signing this agreement, Lexington-Fayette County Urban County Government agrees to comply with all applicable state and federal fiscal and programmatic reporting requirements.

Cost reimbursements by KDFWR will be made upon receipt of an acceptable invoice, electronic data and protocols (if applicable), and financial report certifying match. Each invoice shall report match at the agreed upon rate. Requests for reimbursement that are not supported by correct match will not be paid.

Acknowledgment of federal funding (Wildlife Restoration) and KDFWR assistance shall appear onsite, in all reports, presentations, and any manuscripts produced. KDFWR will provide appropriate decals.

Lexington-Fayette County Urban County Government agrees that the useful life of archery range improvements constructed or maintained with Wildlife Restoration Grant Program funds shall be 10 years, beginning from the date of completion of the project (this date is defined as the date of completion of the project outlined in the final performance report of the Wildlife Restoration Grant, W-77). Lexington-Fayette County Urban County Government shall maintain the archery range during the useful life period. Once the useful life period of the project has expired, Lexington-Fayette County Urban County Government is under no further obligation to maintain the archery range.

Lexington-Fayette County Urban County Government agrees that by accepting Wildlife Restoration Grant funding, the KDFWR retains a proprietary interest in the project during the useful life period. Should the project no longer meet intended purposes during its useful life, then Lexington-Fayette County Urban County Government shall reimburse the KDFWR pro rata for the value of the remaining useful life of the project.

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 5 of 8
------------	--------------------------------	--	-----------------------

Lexington-Fayette County Urban County Government shall allow all public use of the archery range funded under the Wildlife Restoration Grant Program.

Upon completion of this project funded with Wildlife Restoration Grant Program funds, Lexington-Fayette County Urban County Government agrees to allow the KDFWR to complete a site inspection of the project area and equipment purchased to document that the project is completed, acceptable, and that project expenses are limited to only those costs that are necessary and reasonable for accomplishment of approved Wildlife Restoration Grant Program objectives and that applicable Federal cost principles have been met.

Upon request, Lexington-Fayette County Urban County Government shall allow agents of KDFWR to assist, participate, and/or observe project activities.

**Memorandum of Agreement Terms and Conditions for Agreements
Between A State Agency and Other Governmental Body or Political Subdivision
Terms and Conditions
Revised January 2012**

Scope of Services:

Lexington-Fayette Urban county Government (LFUCG), Division of Parks and Recreation propose to enhance an existing static archery range with up to the following: a program shelter, covered shooting lanes, an elevated shooting stand, and additional targets (static and/or 3-D).

Pricing:

\$50,000 to construct an archery range.

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

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.

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 contract will be reduced by the amount specified in that document.

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 6 of 8
------------	--------------------------------	--	-----------------------

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(9) 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 contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

Decisions of the State:

The extent and character of the work and services to be performed by Contractor shall be subject to the general supervision, direction, control and approval by the KDFWR, to whom Contractor shall report and be responsible. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the decision of the KDFWR shall govern, but Contractor shall have the right to appeal for resolution by a mutually agreed upon third party.

Indemnity:

Contractor shall indemnify and hold harmless KDFWR and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons, or property resulting from implementation of this project based upon this agreement, to the extent allowed by Kentucky law. No part of this agreement shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

Effective Date:

All Memorandum of Agreements are 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 government contract review committee. However, Memoranda of Agreements \$50,000 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 only as provided under KRS 45A.700.

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.

Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, 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 the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

1300002435	Document Phase Draft	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 7 of 8
------------	--------------------------------	--	------------------------------

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

Approvals

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

Dr. Jonathan Gassett, Commissioner Date
Department of Fish and Wildlife Resources

Printed Name Date

2nd Party:

Lexington-Fayette Urban Co Government Date

Printed Name Date

Other Party

Marcheta Sparrow, Secretary Date
Tourism Arts and Heritage Cabinet

1300002435 Printed Name	Document Phase Draft Date	Document Description LEXINGTON-FAYETTE URBAN CO GOV ERNMENT	Page 8 of 8
-----------------------------------	--	--	-----------------------

Approved as to form and legality:

Margaret Everson, General Counsel Date
Department of Fish and Wildlife Resources

William R. Dexter, Executive Director, Office of Legal Affairs
Tourism, Arts and Heritage Cabinet