

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507



Docket

Tuesday, October 15, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

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

- a [1034-24](#) Table of Motions: Council Work Session, October 8, 2024

Attachments: [TOM 100824](#)

IV. Budget Amendments**V. Budget Adjustments - For Information Only****VI. New Business****VII. Communications From the Mayor - Appointments****VIII. Communications From the Mayor - Donations****IX. Communications From the Mayor - Procurements****X. Continuing Business/ Presentations**

- a [1033-24](#) A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for “Sense of Place” Hamlet Initiative Project, \$50,000 for elevated signage for the Phoenix Park Reimagine Project, \$2,000 for planting four (4) memorial trees in the 9th District Parks, and \$50,000 for the Davis Park Basketball Courts Project. [Council Office, Hall]

Attachments: [Capital List 10.15.24](#)

[Reso 1033-24 Council Capital \(10-15-24\) 4893-6984-1138 v.1.docx](#)

[R-557-2024](#)

- b [1035-24](#) An Ordinance amending Section 21-37.3 of the Code of Ordinances of the Lexington-Fayette Urban County Government, relating to paid parental leave, as follows: amending Section 21-37.3(a) to define qualifying event to include placement for adoption of a newly adopted child with the employee; amending Section 21-37.3(b) to authorize up to four (4) weeks of paid parental leave for placement for adoption of a newly adopted child or for foster care placement or kinship placement of a child with the

employee; amending Section 21-37.3(c) to require appropriate documentation; and creating a new Section 21-37.3(d) to authorize the Director of Human Resources, on recommendation to and with approval of the Chief Administrative Officer, to find that special circumstances exist to authorize the use of paid parental leave, consistent with the goals and objectives of paid parental leave, all effective upon passage of Council. [Div. of Human Resources, George]

Attachments: [9.10.24 GGP Summary and Motions](#)
[Draft Ordinance Amendment - PPL .1 . 4869-8222-0505](#)
[ORD 1035-24 - Amending Paid Parental Leave 4869-8222-0505 v.2.docx](#)
[O-115-2024](#)

c **1036-24** Presentation: Fayette County's 2024 November Election Plan

Attachments: [Fayette County's 2024 General Election Plan](#)

d **1037-24** Presentation: Affordable Housing Needs Analysis

Attachments: [2024.1009 - LFUCG AHNA Presentation](#)

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

- a **0989-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus LLC., for purchase of two new rescue pumper apparatus at a cost not to exceed \$2,216,911. [Div. of Fire and Emergency Services, Wells]
- Attachments:** [Seagrave blue sheet memo_2 rescue pumpers_092024](#)
[Seagrave Contract_092024](#)
[HGAC- Executed Contract - FWD Seagrave Holdings LP_2024](#)
[989-24 seagrave 4869-3659-4157 v.1.doc](#)
[R-550-2024](#)
- b **0991-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fayette County Public Schools Southside Technical, to establish a Student Emergency Medical Technician Program. [Div. of Fire and Emergency Services, Wells]
- Attachments:** [MOA Southside Tech & LFD 2024 blue sheet](#)
[MOA LFUCG Fire Dept Contract_Southside Tech \(FCPS\)_092024](#)
[991-24 southside 4883-9136-2029 v.1.doc](#)
[R-533-2024](#)
- c **0992-24** A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase a replacement Eutek Headcell Grit Concentrator, for the West Hickman Waste Water Treatment Plant, from Hydro International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Hydro International related to the procurement, at a cost not to exceed \$189,840.24. [Div. of Water Quality, Martin]
- Attachments:** [Blue Sheet Memo](#)
[Hydro International HeadCell Grit Removal Equipment SOLE SOURCE CER1](#)
[Hydro International Sole Source Letters and Quote for West Hickman WWTP](#)
[0992-24- Sole Source \(Hydro International\) 4879-6450-2769 v.1.docx](#)
[R-534-2024](#)
- d **0994-24** A Resolution amending Resolution No. 629-2023, authorizing the acceptance of deeds for property interests needed for the Floyd Dr. Trunk Sewer Project, increasing the cost of acquisition of easements by the sum of \$6,000, from \$51,000 to \$57,000. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[Project Area Map - Floyd Drive Trunk Sewer \(1\)](#)
[0994-24- Amend property interests reso for Floyd Trunk Sewer 4867-2108-87](#)
[R-551-2024](#)

- e **0995-24** A Resolution authorizing the Mayor, or her designee, to execute any and all Agreements and other necessary documents related to the celebration of Lexington's 250th Anniversary, the final form of which shall be subject to approval in form and content by the 250Lex Commission, the Office of the Mayor, the Div. of Procurement, and the Dept. of Law, with all the associated costs and expenses to be paid directly by the Blue Grass Community Foundation. [Mayor's Office, Scott]

Attachments: [bluesheet - 250Lex agreement - final](#)
[RESO 0995-24 \(250 Lex Agreements\) 4876-8684-8227 v.2.docx](#)
[R-535-2024](#)

- f **0996-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds for property interests located at 139 Elam Park, needed for the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the consent decree, at a cost not to exceed \$10,000. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet](#)
[Project Area Map - Wolf Run Main Trunk G](#)
[Site Location - 139 Elam Park \(WR-G\)](#)
[0996-24- 139 Elam Park acquisition 4868-9856-0497 v.1.docx](#)
[R-552-2024](#)
[Deed #8613](#)

- g **1000-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$9,500. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo 25-0016](#)
[Test Security Agreement](#)
[RESO 1000-24 Agreement with Stanard & Associations for Police Officer Sel](#)
[R-553-2024](#)
[Contract #312-2024](#)

- h **1001-24** A Resolution authorizing the Mayor, on behalf of the Urban County

Government, to execute a partial release of Agreement, releasing the property located at 900 Newtown Pike from a Stormwater Incentive Grant Maintenance Agreement. [Div. of Water Quality, Martin]

Attachments: [Blue Sheet Memo](#)
[FY2014 Lexmark - Attachment B 3.26.19 Mayor Signed](#)
[Lexmark Lots 4 and 5 Certified ALTA 122723 \(WEST PARCEL CIRCLED\)](#)
[Stormwater Agreement Partial Release \(2\)](#)
[RESO 1001-24 Partial Release of Stormwater Maintenance Agreement 900 N R-536-2024](#)

- i **1002-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, as the Collaborative Applicant, to execute and submit the 2024 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, which seeks up to \$3,892,327 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to \$141,269, of the Grant funds, if the application is approved, for project planning expenses related to monitoring programs funded by the Grant, the acceptance of which obligates the Urban County Government for the expenditure of an amount, up to \$35,318, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Office of Homelessness Prevention and Intervention, Herron]

Attachments: [24-Bluesheet Memo - HUD FY24 CoC Application](#)
[RESO 1002-24 \(Continuum of Care Program App\) 4869-3923-8386 v.1.docx](#)
[R-554-2024](#)

- j **1003-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with the law firm of Frost Brown Todd, LLC, for collective bargaining negotiations with the Divs. of Fire and Emergency Services and Police, at an estimated cost not to exceed \$120,000 in FY2025. [Dept. of Law, Barberie]

Attachments: [Bluesheet.pdf](#)
[AGREEMENT FOR PROFESSIONAL SERVICES.pdf](#)
[RESO 1003-24 PA with FBT, LLC 4874-8717-1563 v.1.docx](#)
[R-555-2024](#)

- k **1006-24** An Ordinance creating Subsection 6-53(b)(9) of the Code of

Ordinances relating to pensions - other than Police and Firemen, specifically, pensions on retirement, to provide for an increase of three percent (3%) to each retiree's base annuity or the annuity paid to the retiree's widow or dependent children, effective January 1, 2025. [Council Clerk's Office, Allan]

Attachments: [Bluesheet Memo](#)
[Historical Funded Ratio - Impact of Benefit Changes](#)
[2023 Ordinance](#)
[Draft ORD 1006-24 \(CEPF 3% Annuity Increase\) .2 . 4893-9984-0491](#)
[ORD 1006-24 \(CEPF 3% Annuity Increase\) 4893-9984-0491 v.2.docx](#)
[O-114-2024](#)

- I [1007-24](#) A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with cieTrade Systems, Inc., for three software licenses and database at a cost not to exceed \$18,750. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: [cieTrade Bluesheet Memo October022024 Updated Terms](#)
[CIETRADE-STD-EULA2024 Edited Agreement 10022024 \(2\)](#)
[1007-24 cie 4881-6193-1246 v.1.doc](#)
[R-561-2024](#)
[Contract #374-2024](#)

- m [1017-24](#) A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Plan Renewal Agreement with Anthem for the Medicare Advantage Plan for the Police and Fire Retirement Fund, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Attachments: [Bluesheet Memo- 25-0017](#)
[2025 Renewal](#)
[1017-24 4889-8913-9182 v.1.docx](#)
[R-556-2024](#)
[Contract #313-2024](#)

- n [1018-24](#) A Resolution of the Lexington-Fayette Urban County Council approving the Economic Development Partnership with Madison County, Scott County, City of Berea, City of Georgetown, and City of Richmond; authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperation Agreement, Membership Agreement, and other necessary and related documents, forming the Central Ky. Business Park Authority; and authorizing payment in the amount of \$2,125,000 to the Authority for the purpose of carrying out the duties and powers

of the authority as limited by the aforementioned agreements and relevant state law. [Mayor's Office, Atkins]

Attachments: [Regional Business Park Blue Sheet](#)
[Regional Business Park Interlocal Agreement October 2024](#)
[Regional Business Park Membership Agreement October 2024](#)
[1018-24- Joint Business Park reso 4895-4311-6786 v.1.docx](#)
[R-537-2024](#)

- o **1019-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the purchase of Service Agreement (awarded pursuant to RFP 46-2024) with TEconomy Partners, LLC, to perform a local economic and workforce development opportunities study, at a cost not to exceed \$132,860. [Mayor's Office, Glasscock]

Attachments: [Lexington Tech Study RFP Blue Sheet](#)
[TEconomy PSA Signed October 2024](#)
[1019-24- TECONOMY Agreement for workforce study 4855-4655-3073 v.1.doc](#)
[R-538-2024](#)
[Contract #303-2024](#)
[Contract #303-2024](#)



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1034-24

File ID: 1034-24

Type: Summary

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/10/2024

File Name: Table of Motions: Council Work Session, October 8, 2024

Final Action: 10/15/2024

Title: Table of Motions: Council Work Session, October 8, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 100824

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 | 10/15/2024 | Approved | | | | Pass |

Text of Legislative File 1034-24

Title

Table of Motions: Council Work Session, October 8, 2024

**URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
October 8, 2024**

Mayor Gorton called the meeting to order at 3:03 p.m. Vice Mayor Wu and Council Members J. Brown, Ellinger II, 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 II to approve the October 10, 2024, Council Meeting Docket, as amended. Seconded by Gray. Motion passed without dissent.

Motion by Reynolds to place on the docket for the October 10, 2024 Council Meeting, a resolution authorizing the mayor to execute an agreement with the Institute of Police Technology and Management to host three (3) training courses for officers, at a cost not to exceed \$79,500.00 in Kentucky Office of Highway Safety Grant Funds. Seconded by Baxter. Motion passed without dissent.

III. Approval of Summary

Motion by Wu to approve the September 24, 2024 Work Session Summary. Seconded by Plomin. Motion passed without dissent.

IV. Budget Amendments

Motion by Plomin to approve Budget Amendments, as amended. Seconded by Fogle. Motion passed without dissent.

Motion by Lynch to add Budget Journal 150817-18 to establish a transfer of \$65,000 to the General Fund Capital Projects Fund by recognizing ARPA interest earned and add Budget Journal 150821-22 to provide \$65,000 for Black and Williams Center gym in the General Fund Capital Projects Fund by recognizing a transfer of ARPA interest earned. Seconded by Gray. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

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

VIII. Communications from the Mayor- Donations

Motion by Plomin to approve Communications from the Mayor- Donations. Seconded by LeGris. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

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

X. Continuing Business/Presentations

Council Member Reynolds provided a summary of the September 17, 2024, Social Services & Public Safety Committee.

XI. Council Reports

Motion by Gray to place in the Social Services & Public Safety Committee a review of the Fayette County Sheriff's Office. Seconded by Lynch. Motion passed without dissent.

XII. Public Comment – Issues Not on Agenda

Motion by Vice Mayor Wu to enter closed session pursuant to KRS 61.810(1)(c) for the purpose of discussing proposed litigation. Seconded by LeGris. Motion passed without dissent.

Motion by Fogle to return from closed session. Seconded by Gray. Motion passed without dissent.

Motion by F. Brown to place on the docket for the October 10, 2024 Council Meeting, a resolution condemning necessary permanent and temporary easements across the property located at 1067 Armstrong Mill Road for the purpose of the Merrick Trunk Sewer Project and authorizing the Department of Law to institute condemnation proceedings in Fayette Circuit Court. Seconded by Worley. Motion passed without dissent.

XIII. Adjournment

Motion by Fogle to adjourn at 4:03 p.m. Seconded by Gray. Motion passed without dissent.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1033-24

File ID: 1033-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/09/2024

File Name: Council Capital List 10/15/24

Final Action: 11/14/2024

Title: A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for "Sense of Place" Hamlet Initiative Project, \$50,000 for elevated signage for the Phoenix Park Reimagine Project, \$2,000 for planting four (4) memorial trees in the 9th District Parks, and \$50,000 for the Davis Park Basketball Courts Project. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: Capital List 10.15.24, Reso 1033-24 Council Capital (10-15-24) 4893-6984-1138 v.1.docx, R-557-2024

Enactment Number: R-557-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1033-24

Title

A Resolution authorizing and approving the transfer of Council Capital Project funds to the Div. of Parks and Recreation in the amount of \$5,000 for "Sense of Place" Hamlet Initiative Project, \$50,000 for elevated signage for the Phoenix Park Reimagine Project, \$2,000 for planting four (4) memorial trees in the 9th District Parks, and \$50,000 for the Davis Park Basketball Courts Project. [Council Office, Hall]

Summary

Organization:

LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-91017

Purpose:

For the "Sense of Place" hamlet initiative project

Amount:

\$ 5,000.00

Organization:

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

Purpose:

For elevated signage for the Phoenix Park Reimagine project

Amount:

\$ 50,000.00

Organization:

LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90317

Purpose:

For planting 4 memorial trees in 9th District Parks

Amount:

\$ 2,000.00

Organization:

LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90321

Purpose:

For the Davis Park basketball courts project

Amount:

\$ 50,000.00

**Council Capital Projects
October 15, 2024
Work Session**

| Amount | Recipient | Purpose |
|---------------------|--|---|
| \$ 5,000.00 | LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91017 | For the "Sense of Place" hamlet initiative project |
| \$ 50,000.00 | LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91015 | For elevated signage for the Phoenix Park Reimagine project |
| \$ 2,000.00 | LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90317 | For planting 4 memorial trees in 9th District Parks |
| \$ 50,000.00 | LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90321 | For the Davis Park basketball courts project |

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$5,000.00 FOR THE "SENSE OF PLACE" HAMLET INITIATIVE PROJECT, \$50,000.00 FOR ELEVATED SIGNAGE FOR THE PHOENIX PARK REIMAGINE PROJECT, \$2,000.00 FOR PLANTING FOUR (4) MEMORIAL TREES IN THE 9TH DISTRICT PARKS, AND \$50,000.00 FOR THE DAVIS PARK BASKETBALL COURTS PROJECT.

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

Section 1 – That the transfer of funds in the amount of \$5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91017) for the "Sense of Place" hamlet initiative project be and hereby is authorized and approved; \$50,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91015) for elevated signage for the Phoenix Park Reimagine project be and hereby is authorized and approved; \$2,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90317) for planting four (4) memorial trees in the 9th District Parks be and hereby is authorized and approved; and \$50,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90321) for the Davis Park basketball courts project be and hereby is authorized and approved.

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

1033-24:GET:4893-6984-1138, v. 1

RESOLUTION NO. 557 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE TRANSFER OF COUNCIL CAPITAL PROJECT FUNDS TO THE DIVISION OF PARKS AND RECREATION IN THE AMOUNT OF \$5,000.00 FOR THE "SENSE OF PLACE" HAMLET INITIATIVE PROJECT, \$50,000.00 FOR ELEVATED SIGNAGE FOR THE PHOENIX PARK REIMAGINE PROJECT, \$2,000.00 FOR PLANTING FOUR (4) MEMORIAL TREES IN THE 9TH DISTRICT PARKS, AND \$50,000.00 FOR THE DAVIS PARK BASKETBALL COURTS PROJECT.

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

Section 1 – That the transfer of funds in the amount of \$5,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91017) for the "Sense of Place" hamlet initiative project be and hereby is authorized and approved; \$50,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-91015) for elevated signage for the Phoenix Park Reimagine project be and hereby is authorized and approved; \$2,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90317) for planting four (4) memorial trees in the 9th District Parks be and hereby is authorized and approved; and \$50,000.00 from the Council Capital Project fund to the Division of Parks and Recreation (1105-707602-90321) for the Davis Park basketball courts project be and hereby is authorized and approved.

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

PASSED URBAN COUNTY COUNCIL:

November 14, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1033-24:GET:4893-6984-1138, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1035-24

File ID: 1035-24

Type: Ordinance

Status: Approved

Version: 3

Contract #:

In Control: Urban County Council

File Created: 10/10/2024

File Name: Report Out - Ord Amend Code Paid Parental Leave (PPL)

Final Action: 11/14/2024

Title: An Ordinance amending Section 21-37.3 of the Code of Ordinances of the Lexington-Fayette Urban County Government, relating to paid parental leave, as follows: amending Section 21-37.3(a) to define qualifying event to include placement for adoption of a newly adopted child with the employee; amending Section 21-37.3(b) to authorize up to four (4) weeks of paid parental leave for placement for adoption of a newly adopted child or for foster care placement or kinship placement of a child with the employee; amending Section 21-37.3(c) to require appropriate documentation; and creating a new Section 21-37.3(d) to authorize the Director of Human Resources, on recommendation to and with approval of the Chief Administrative Officer, to find that special circumstances exist to authorize the use of paid parental leave, consistent with the goals and objectives of paid parental leave, all effective upon passage of Council. [Div. of Human Resources, George]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: 9.10.24 GGP Summary and Motions, Draft Ordinance Amendment - PPL .1 . 4869-8222-0505, ORD 1035-24 - Amending Paid Parental Leave 4869-8222-0505 v.2.docx, O-115-2024

Enactment Number: O-115-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-----------------------------------|------------|---------------------------------|----------------------|------------|-----------------|---------|
| 3 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 3 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 3 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1035-24

Title

An Ordinance amending Section 21-37.3 of the Code of Ordinances of the Lexington-Fayette Urban County Government, relating to paid parental leave, as follows: amending Section 21-37.3(a) to define qualifying event to include placement for adoption of a newly adopted child with the employee; amending Section 21-37.3(b) to authorize up to four (4) weeks of paid parental leave for placement for adoption of a newly adopted child or for foster care placement or kinship placement of a child with the employee; amending Section 21-37.3(c) to require appropriate documentation; and creating a new Section 21-37.3(d) to authorize the Director of Human Resources, on recommendation to and with approval of the Chief Administrative Officer, to find that special circumstances exist to authorize the use of paid parental leave, consistent with the goals and objectives of paid parental leave, all effective upon passage of Council. [Div. of Human Resources, George]



General Government and Planning Committee

September 10, 2024

Summary and Motions

Chair Worley called the meeting to order at 1:04 p.m. Vice Mayor Wu and Committee Members J. Brown, Ellinger, Lynch, LeGris, Sheehan, and Reynolds were in attendance. Council members Monarrez, Gray, F. Brown, and Sevigny were present as non-voting members. Council member Plomin was absent.

I. August 29, 2024 General Government and Planning Committee Summary

Motion by Baxter to approve the August 29, 2024, GGP Committee Summary. Seconded by Ellinger. Motion passed without dissent.

II. Parental Leave Update

Glenda George, Director of Human Resources, presented on behalf of the item. Council passed the Paid Parental Leave (PPL) policy in November of 2022 and made it retroactive to July 1st, 2022. The benefits of having a PPL policy includes child growth and development, mental health/family economic security, and retention and recruitment. In order to be eligible, you have to be a full-time or part-time employee for the previous 12 months and have worked a total of 1,250 hours. PPL must be taken consecutively within 6 months of birth, adoption, or placement of a child.

Since July 2022, there have been 215 requests, with 202 approved and 13 denied. Reasons for denial included no proof submitted, did not meet length of service requirement, or was not a covered person. For January 1, 2023 to Jun 30, 2024, the total cost was \$2,077,468.01. The general cost (not including backfill or OT) to Policy & Fire was \$894,604.93. The Police backfill/OT total cost was \$453,563.08; the Fire cost was \$729,300.

Some challenges of the program include reporting time, communication around usage, and various unique situations. One recommendation for the program is to offer four weeks of PPL for birth, adoption, and foster child placement. Currently, foster child placement is only two weeks. The second recommendation is to give flexibility to the HR Director to make exceptions in unique circumstances.

Council expressed support for potentially increasing the PPL timeframe. Louisville offers 12 weeks, University of Louisville offers 6 weeks, and the University of Kentucky offers 2 weeks. Council also expressed support for creating an amendment requiring advanced notice if the employee is delaying leave.

A motion by Baxter to approve the proposed updated Paid Parental Leave Ordinance, seconded by Reynolds, passed unanimously.

III. Rural Short-Term Rentals

Jennifer Sutton, Council Research Analyst, provided a summary of the Rural Land Management Board (RLMB) Short-Term Rental (STR) Recommendation presentation from May 2024. She reminded Council of the ten recommendations the RLMB provided. Recommendation #1 is all STRs in the Agricultural Zones should be required to obtain a conditional use permit from the Board of Adjustment (BOA). Recommendation #2 is the BOA should consider the number of STRs within a one-mile radius of the property

and no more than one STR should be permitted within a one-mile radius. Recommendation #3 is adjacent property owners should be notified of the conditional use permit as required by existing public notice requirements. Recommendation #4 is only hosted STRs should be permitted in the Agricultural zones because of the unique challenges of agricultural areas.

Recommendation #5 is only one STR should be allowed on each property and no newly constructed STRs should be permitted. Recommendation #6 is a property owner with an existing Farm Employee Dwelling Unit (FEDU) may apply to the BOA for a conditional use permit to convert no more than one FEDU per property into an STR. Recommendation #7 is the maximum occupancy is no more than two individuals per bedroom. Recommendation #8 is all STRs in the RSA should be required to have onsite parking and lighted entrances that are easily visible from the roadway. Recommendation #9 is special events should be limited to the number of participants staying in the STR. Finally, recommendation #10 is all other STRs in the Agricultural Zones should be subject to the new requirements recommended above and should not be grandfathered in.

Traci Wade with the Division of Planning was available to help with various questions. There was a conversation regarding hosted vs. unhosted STRs. If a farm has an employee dwelling unit on the property and it was occupied with an employee, the STR on the property would be considered a hosted unit. Ellinger mentioned there may need to be some exceptions considered for residential areas in the rural zones. The RLMB has concerns that an exception could destroy the entire area and the intent of the rural area.

J. Brown suggested there be a new section specifically for rural STRs rather than an amendment to the current policy. He also requested this come back to committee for discussion at the next meeting.

No action was taken on this item.

IV. Assessment and Historic Preservation of Lexington's African American Hamlets

Tiffany Brown, LFUCG's Equity and Implementation Officer, presented on behalf of the item. She gave an overview of the Steering Committee members and a timeline of key events. Historically, the Black Hamlets have had schools, cemeteries, religious traditions, and local economies. The economic activities included agriculture (farming, livestock raising, and crop production), education & religious institutions, domestic services, skilled trades (blacksmithing, carpentry, masonry, and textile production), and small-scale commerce (local shops and markets).

Brown reviewed the property at 705 Caden Lane. The Cadentown Community was constructed in 1923 during a time when Fayette County's Black residents couldn't attend white schools. The building ceased being a school in 1943. The property will become a dedicated cultural heritage hub that houses the history and legacy of all hamlets in Fayette County. There are several components that will complete the first phase of this initiative. There are repairs that need to be made to the school, ADA Accessibility will need to be created, the cemetery needs clean up and site identification, and the cultural heritage exhibit will need to be designed. The initial fundraising goal was \$500,000 and the total raised to date is \$539,808.

They have hosted 12 public community engagement meetings. The Sense of Place Historic Marker Mini Grant Program was created to support the installation of historic markers that highlight significant historical sites within the community. The program's next steps include comprehensive community engagement, historic resource inventory and assessment, target preservation and rehabilitation efforts, and capacity building and historic tourism.

No action was taken on this item.

V. Bring Back the Bluegrass

Monica Conrad, the Director of Parks & Recreation, and Chris Cooperrider, the Deputy Director of Parks & Recreation, presented on behalf of the item. As part of 2018 Parks Master Plan, there was robust public input survey conducted. Hiking and walking trails as well as natural areas were some of the top priorities for constituents. Bring Back the Bluegrass was created as a response to the survey results.

Bring Back the Bluegrass is a program that focuses on naturalization efforts in areas of LFUCG parks. Naturalized areas were selected based on existing natural features, Master Plan Data, passive recreation, high demand for multi-purpose fields/space, support of Mayor's Monarch Pledge, and water quality efforts. More than 11 groups and more than 10,000 hours have been logged in the past three years. Currently, there are 80 acres that have been naturalized.

The benefits of naturalization include improved storm water management, increased habitat for wildlife and pollinators, and creates color/plant diversity to the parks' landscape. Since 2023, native plants have been planted in five parks and wildflower beds have been established in nine parks. Future plans include programming for naturalized areas, leveraging resources in locations that have support, implementing additional native plantings, exploring new partnerships for maintenance for naturalized areas, and continuing efficiency improvements.

Some Council Members expressed safety concerns regarding tall, naturalized areas. Additionally, some Council Members support improved signage of the area and educational experiences.

No action was taken on this item.

VI. Items Referred to Committee

A motion by Baxter to remove Item 12: *Paid Parental Leave Update*, seconded by Ellinger, was approved unanimously.

VII. Adjournment

The Committee adjourned at 2:46 pm.

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 21-37.3 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, RELATING TO PAID PARENTAL LEAVE, AS FOLLOWS: AMENDING SECTION 21-37.3(A) TO DEFINE QUALIFYING EVENT TO INCLUDE PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(B) TO AUTHORIZE UP TO FOUR (4) WEEKS OF PAID PARENTAL LEAVE FOR PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD OR FOR FOSTER CARE PLACEMENT OR KINSHIP PLACEMENT OF A CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(C) TO REQUIRE APPROPRIATE DOCUMENTATION; AND CREATING A NEW SECTION 21-37.3(D) TO AUTHORIZE THE DIRECTOR OF HUMAN RESOURCES, ON RECOMMENDATION TO AND WITH APPROVAL OF THE CHIEF ADMINISTRATIVE OFFICER, TO FIND THAT SPECIAL CIRCUMSTANCES EXIST TO AUTHORIZE THE USE OF PAID PARENTAL LEAVE, CONSISTENT WITH THE GOALS AND OBJECTIVES OF PAID PARENTAL LEAVE, ALL EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Section 21-37.3(a)(3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

Sec. 21-37.3 - Paid Parental Leave.

(a) *Definitions.* The following definitions shall apply to this section:

[...]

(3) *Qualifying event* means the birth of an employee’s child, the ~~finalization of~~ placement for adoption of a newly adopted child ~~of~~ with an employee, or the foster care or kinship placement of a newly placed child by an employee, ~~provided that such birth, adoption, or foster care or kinship placement occurred on or after July 1, 2022.~~

Section 2 – That Sections 21-37.3(b)(2) and (3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby are amended to read as follows:

(b) *Paid Parental Leave.* LFUCG employees shall be eligible to receive paid parental leave due to the birth of the employee’s child, the ~~finalization of~~ placement for adoption ~~for~~ of a newly adopted child, or the foster care of a newly placed child, in accordance with the following provisions:

[...]

(2) Employees shall have experienced a qualifying event as defined by this section and must be the parent of a newly born child, or have ~~finalized the adoption~~ accepted the placement of a child for adoption and reside in the same household as the

newly adopted child, or have received a child by foster care or kinship placement.

(3) An eligible employee may utilize up to four (4) weeks of paid parental leave at 100% of the employee’s base pay per birth, upon placement for adoption of a newly adopted child with the employee, or ~~adoption event or up to two (2) weeks of paid parental leave at 100% of the employee’s base pay~~ upon placement of a child in foster care or kinship placement with the employee. Paid parental leave will be based on the employee’s normal rate of pay, not including premiums or overtime.

Section 3 – That Section 21-37.3(c)(2)(b) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(c) *Requesting Paid Parental Leave*. In order to be eligible to receive paid parental leave, an employee must comply with the following:

[...]

(2) An eligible employee will be required to furnish the following documentation to support paid parental leave:

[...]

(b) In the case of placement for adoption of a newly adopted child, the employee shall furnish appropriate ~~adoption~~-documentation.

Section 4 – That Section 21-37.3(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

(d) *Special Circumstances*. Consistent with the goals and objectives of paid parental leave, the director may, on recommendation to and with approval of the chief administrative officer, find that special circumstances exist in an individual situation and may authorize the employee’s use of paid parental leave.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING SECTION 21-37.3 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, RELATING TO PAID PARENTAL LEAVE, AS FOLLOWS: AMENDING SECTION 21-37.3(A) TO DEFINE QUALIFYING EVENT TO INCLUDE PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(B) TO AUTHORIZE UP TO FOUR (4) WEEKS OF PAID PARENTAL LEAVE FOR PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD OR FOR FOSTER CARE PLACEMENT OR KINSHIP PLACEMENT OF A CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(C) TO REQUIRE APPROPRIATE DOCUMENTATION; AND CREATING A NEW SECTION 21-37.3(D) TO AUTHORIZE THE DIRECTOR OF HUMAN RESOURCES, ON RECOMMENDATION TO AND WITH APPROVAL OF THE CHIEF ADMINISTRATIVE OFFICER, TO FIND THAT SPECIAL CIRCUMSTANCES EXIST TO AUTHORIZE THE USE OF PAID PARENTAL LEAVE, CONSISTENT WITH THE GOALS AND OBJECTIVES OF PAID PARENTAL LEAVE, ALL EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Section 21-37.3(a)(3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

Sec. 21-37.3 - Paid Parental Leave.

(a) *Definitions.* The following definitions shall apply to this section:

[...]

(3) *Qualifying event* means the birth of an employee’s child, the placement for adoption of a newly adopted child with an employee, or the foster care or kinship placement of a newly placed child by an employee.

Section 2 – That Sections 21-37.3(b)(2) and (3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby are amended to read as follows:

(b) *Paid Parental Leave.* LFUCG employees shall be eligible to receive paid parental leave due to the birth of the employee’s child, the placement for adoption of a newly adopted child, or the foster care of a newly placed child, in accordance with the following provisions:

[...]

(2) Employees shall have experienced a qualifying event as defined by this section and must be the parent of a newly born child, or have accepted the placement of a child for adoption and reside in the same household as the newly adopted child, or have received a child by foster care or kinship placement.

(3) An eligible employee may utilize up to four (4) weeks of paid parental leave at 100% of the employee's base pay per birth, upon placement for adoption of a newly adopted child with the employee, or upon placement of a child in foster care or kinship placement with the employee. Paid parental leave will be based on the employee's normal rate of pay, not including premiums or overtime.

Section 3 – That Section 21-37.3(c)(2)(b) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(c) *Requesting Paid Parental Leave.* In order to be eligible to receive paid parental leave, an employee must comply with the following:

[...]

(2) An eligible employee will be required to furnish the following documentation to support paid parental leave:

[...]

(b) In the case of placement for adoption of a newly adopted child, the employee shall furnish appropriate documentation.

Section 4 – That Section 21-37.3(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

(d) *Special Circumstances.* Consistent with the goals and objectives of paid parental leave, the director may, on recommendation to and with approval of the chief administrative officer, find that special circumstances exist in an individual situation and may authorize the employee's use of paid parental leave.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

1035-24:MSC:4869-8222-0505, v. 2

ORDINANCE NO. 115 - 2024

AN ORDINANCE AMENDING SECTION 21-37.3 OF THE CODE OF ORDINANCES OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, RELATING TO PAID PARENTAL LEAVE, AS FOLLOWS: AMENDING SECTION 21-37.3(A) TO DEFINE QUALIFYING EVENT TO INCLUDE PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(B) TO AUTHORIZE UP TO FOUR (4) WEEKS OF PAID PARENTAL LEAVE FOR PLACEMENT FOR ADOPTION OF A NEWLY ADOPTED CHILD OR FOR FOSTER CARE PLACEMENT OR KINSHIP PLACEMENT OF A CHILD WITH THE EMPLOYEE; AMENDING SECTION 21-37.3(C) TO REQUIRE APPROPRIATE DOCUMENTATION; AND CREATING A NEW SECTION 21-37.3(D) TO AUTHORIZE THE DIRECTOR OF HUMAN RESOURCES, ON RECOMMENDATION TO AND WITH APPROVAL OF THE CHIEF ADMINISTRATIVE OFFICER, TO FIND THAT SPECIAL CIRCUMSTANCES EXIST TO AUTHORIZE THE USE OF PAID PARENTAL LEAVE, CONSISTENT WITH THE GOALS AND OBJECTIVES OF PAID PARENTAL LEAVE, ALL EFFECTIVE UPON PASSAGE OF COUNCIL.

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

Section 1 – That Section 21-37.3(a)(3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

Sec. 21-37.3 - Paid Parental Leave.

(a) *Definitions.* The following definitions shall apply to this section:

[...]

(3) *Qualifying event* means the birth of an employee's child, the placement for adoption of a newly adopted child with an employee, or the foster care or kinship placement of a newly placed child by an employee.

Section 2 – That Sections 21-37.3(b)(2) and (3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby are amended to read as follows:

(b) *Paid Parental Leave.* LFUCG employees shall be eligible to receive paid parental leave due to the birth of the employee's child, the placement for adoption of a newly adopted child, or the foster care of a newly placed child, in accordance with the following provisions:

[...]

(2) Employees shall have experienced a qualifying event as defined by this section and must be the parent of a newly born child, or have accepted the placement of a child for adoption and reside in the same household as the newly adopted child, or have received a child by foster care or kinship placement.

(3) An eligible employee may utilize up to four (4) weeks of paid parental leave at 100% of the employee's base pay per birth, upon placement for adoption of a newly adopted child with the employee, or upon placement of a child in foster care or kinship placement with the employee. Paid parental leave will be based on the employee's normal rate of pay, not including premiums or overtime.

Section 3 – That Section 21-37.3(c)(2)(b) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(c) *Requesting Paid Parental Leave.* In order to be eligible to receive paid parental leave, an employee must comply with the following:

[...]

(2) An eligible employee will be required to furnish the following documentation to support paid parental leave:

[...]

(b) In the case of placement for adoption of a newly adopted child, the employee shall furnish appropriate documentation.

Section 4 – That Section 21-37.3(d) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

(d) *Special Circumstances.* Consistent with the goals and objectives of paid parental leave, the director may, on recommendation to and with approval of the chief administrative officer, find that special circumstances exist in an individual situation and may authorize the employee's use of paid parental leave.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: November 14, 2024


MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: Nov. 22, 2024- 1t
1035-24:MSC:4869-8222-0505, v. 2



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1036-24

File ID: 1036-24

Type: Presentation

Status: Agenda Ready

Version: 2

Contract #:

In Control: Urban County Council

File Created: 10/10/2024

File Name: Fayette County's 2024 November Election Plan

Final Action: 10/15/2024

Title: Presentation: Fayette County's 2024 November Election Plan

Notes:

Sponsors:

Enactment Date:

Attachments: Fayette County's 2024 General Election Plan

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: |
|---------------|--------------------------------------|------------|--------------------|----------|-----------|-----------------|---------|
| 2 | Urban County Council Work Session | 10/15/2024 | Received and Filed | | | | |

Text of Legislative File 1036-24

Title

Presentation: Fayette County's 2024 November Election Plan

Fayette County's 2024 November Election Plan

October 15, 2024

Susan Lamb, Fayette County Clerk

Elections are
more than just
one day

- **Early Voting Opportunities – Open to All Fayette County Registered Voters**
- **October 31st, November 1st, or 2nd (Thursday, Friday & Saturday)**
- **Beaumont Branch Library, 3080 Fieldstone Way**
- **Central Library, 140 East Main Street**
- **Eastside Branch Library, 3000 Blake James Drive**
- **Marksbury Family Branch Library, 2197 Versailles Road**
- **Northside Branch Library, 1733 Russell Cave Road**
- **Tates Creek Branch Library, 3628 Walden Drive**
- **8:30 am – 4:30 pm**

Election Day

The Last Day to Vote

- **Tuesday, November 5**
- **135 Voting Locations – consolidated voting and individual precinct locations**
- **286 Precincts total**
- **ALSO, all 6 Lexington Libraries will be open on the last day to vote**
- **Polls Open 6:00 am – 6:00 pm**
- **Voting allowed at your precinct or at any of the 6 Lexington Libraries**

Did You Know

Fayette County Elections Process

- Absentee Ballot Process
- Requests can be made online WWW.GoVote.KY.GOV
- Portal opened September 21st and closes October 22nd
- We have four days to mail out an absentee ballot once requested
- The instructions are mailed with each ballot and include the cost of postage return fee or you can return in person to secure ballot box in front of our office
- The County Board of Election can start processing absentee ballots 14 days prior to Election Day.
- Absentee ballots are received up to 6 pm on November 5th either by mail or secure ballot box

Fun Facts

- Voter Registration Portal Closed 10/7/2024 @ 4 pm
- Fayette County has 247,610 registered voters an increase of 4,413 since 2024 Primary election
- As of October 8th at 8:30 am, we have received 8,786 absentee ballot requests, portal closes October 22nd
- November 2020 Voting Turnout 61% (absentee ballots)
- November 2023 Voting Turnout 42%

Know Before You Go

- Questions on the November 2024 Ballot = Longer Lines
- Two Constitutional Amendments
<https://www.sos.ky.gov/elections/Pages/2024-Constitutional-Amendments.aspx>
- One Referendum
<https://www.fayettecountyclerk.com/web/elections/localreferendumforballot.pdf>
- **READ THEM BEFORE YOU GO VOTE**

Early Voting Locations

- Challenge all of your friends and colleagues to go vote on October 31st, November 1st or 2nd from 8:30 am – 4:30 pm
- Take the challenge and exercise your right to vote
- Six Locations:
- Beaumont Branch Library – 3080 Fieldstone Way
- Central Library – 140 East Main Street
- Eastside Branch Library – 3000 Blake James Drive
- Marksbury Family Branch Library – 2197 Versailles Rd
- Northside Branch Library – 1733 Russell Cave Road
- Tates Creek Branch Library – 3628 Walden Drive

Questions?

Contact Information

Slamb@fayettecountyclerk.com

859-253-8322



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1037-24

File ID: 1037-24

Type: Presentation

Status: Agenda Ready

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/10/2024

File Name: Presentation: Affordable Housing Needs Analysis

Final Action: 10/15/2024

Title: Presentation: Affordable Housing Needs Analysis

Notes:

Sponsors:

Enactment Date:

Attachments: 2024.1009 - LFUCG AHNA Presentation

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 | 10/15/2024 | Received and Filed | | | | |

Text of Legislative File 1037-24

Title

Presentation: Affordable Housing Needs Analysis



AFFORDABLE HOUSING NEEDS ANALYSIS

LEXINGTON, KENTUCKY

OCTOBER 9, 2024

Prepared for LFUCG Housing Advocacy & Community Development

Key Findings

- 1. **RENT SURGE:** Lexington's median rent increased by 47% from 2019 to 2024, now averaging \$1,200–\$1,250, with a significant 8.7% growth in the past year.
- HOUSING GAP:** The city needs 22,549 additional housing units of all types to meet current demand.
- AFFORDABLE HOUSING FUND IMPACT:** The AHF has invested \$47.5 million, helping to build 1,750 new units and preserve 1,754 units, with an average cost of \$13,556 per unit.
- FOCUS ON AFFORDABILITY:** Affordable housing in this report targets households earning below the Area Median Income of \$62,908.



\$4.79M

for the city's
affordable
housing fund

\$1.4M

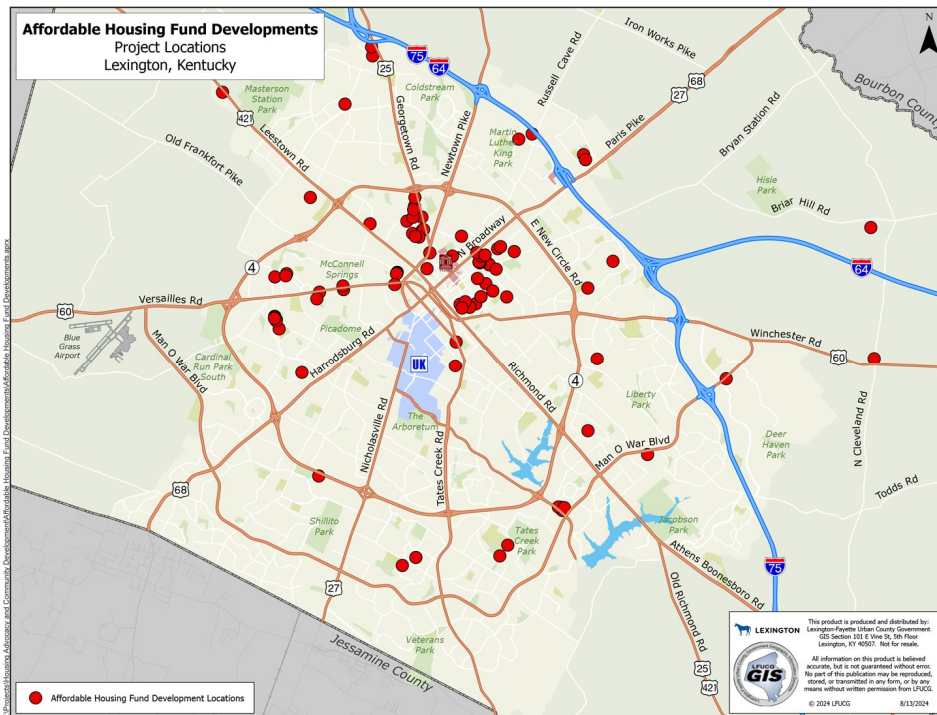
for the Office of
Homelessness
Prevention and
Intervention

\$2M

for
winterwarming
projects, such
as the Hope
Village

Both funding for affordable housing and the Office of Homelessness Prevention and Intervention doubles the funding of previous years.

Summary of Affordable Housing Fund Data



Impact: The AHF has helped reduce the housing cost burden for many low- and moderate-income families, providing access to safe and stable housing.

Goals: Expand affordable housing availability and improve housing affordability citywide.

Challenges:

- Securing sufficient funding
- Overcoming community resistance to new developments
- Rising construction and management costs
- Ensuring the long-term sustainability of affordable projects

Significance: The AHF is vital for addressing Lexington's affordable housing needs, fostering a more equitable and inclusive city for all.

Summary of Affordable Housing

Fund Data

Affordable Housing Fund Impact

- **Total Investment:** \$47.5 million invested since 2014, including \$17.1 million from American Rescue Plan Act funds.
- **City Allocation:** \$48.3 million allocated, with \$4.8 million in FY 2025.
- **Unit Development:**
 - New Construction: 1,750 units
 - Preservation: 1,754 units
 - Average Investment: \$13,556 per unit
- **Homeownership:** 33 units designated.
 - 3-bedroom: 443 units
- **Rental Unit Breakdown:**
 - 4-bedroom: 7 units
 - 1-bedroom: 2,059 units
 - 2-bedroom: 962 units
- **Special Populations:**
 - Elderly (55+): 1,068 units (754 preserved, 314 new)
 - Supportive Housing: 314 units for survivors of intimate partner violence, those at risk of homelessness, and individuals with mental illness or disabilities.

Key Data

- **Housing Costs:**
 - Homeowners: \$1,205/month
 - Renters: \$1,036/month
- **Cost Burden:**
 - 54.3% of renters spend over 30% of their income on housing.
 - 28% are extremely cost burdened, spending more than 50%.
 - Homeowners: 21.5% are cost burdened, and 6.8% are extremely cost burdened.
- **Student Housing:** Costs have increased by 33% since 2015.
- **Unemployment Trends:** Spiked in early 2020 due to COVID-19 but have returned to pre-pandemic levels.
- **Affordable Housing Gap:**
 - Lexington needs 22,549 more affordable units.
 - Even excluding 4,760 student households, a gap of 17,789 units remains.



Public Survey Insights

PURPOSE:

The survey aimed to gather local input to help the Lexington-Fayette Urban County Government (LFUCG) improve housing affordability and promote new development.

SURVEY PERIOD:

Open from February 5 to June 20, 2024, receiving over 1,200 responses from more than 60 ZIP codes.

HOMELESS POPULATION:

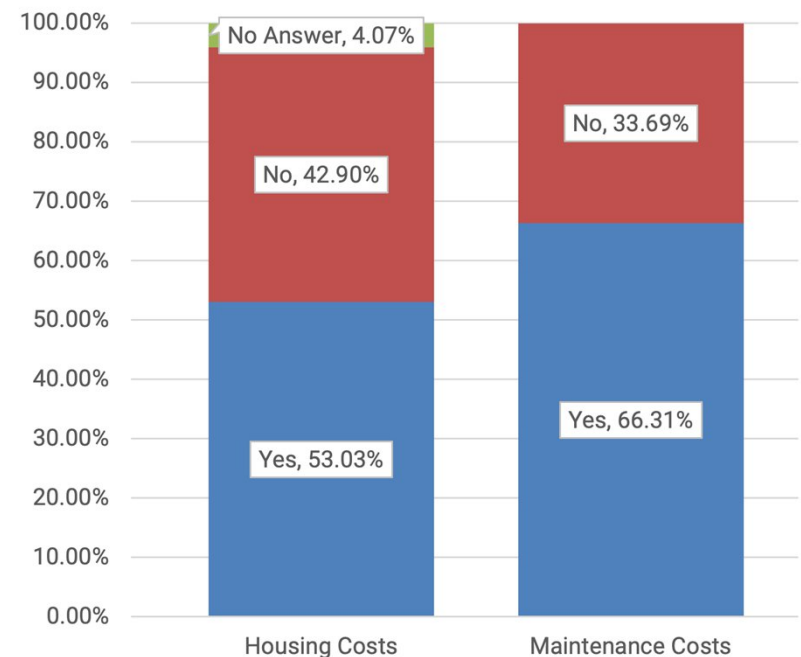
27% of surveyed homeless individuals (45 respondents) participated.



Public Survey Insights – Key Findings

- **Housing Affordability:** Over half of respondents struggle with affording housing costs.
- **Home Maintenance:** Two-thirds face difficulties maintaining their homes.
- **Migration Impact:** High housing costs are driving current and former residents to more affordable surrounding communities.
- **Lack of Housing Variety:** There is a perceived shortage of housing options, especially for seniors and those at risk of homelessness.
- **Support for Solutions:**
 - Repurposing vacant or blighted commercial buildings for residential use.
 - Requiring developers to include affordable units in new developments.
 - Building smaller single-family homes.

Difficulty Affording Housing and Maintenance Costs



Demographics

- **STUDY OVERVIEW:** In 2024, the Kentucky Housing Corporation, in collaboration with Bowen Research, estimated the housing gap across Kentucky counties.
- **KEY FINDINGS:**
 - **Current Housing Stock:** 137,227 units
 - **Housing Gap:** 22,549 units needed
 - **Increase Needed:** To close the gap, Fayette County would need to expand its housing stock by 16%

HOUSEHOLD INCOME BY RACE AND %AMI

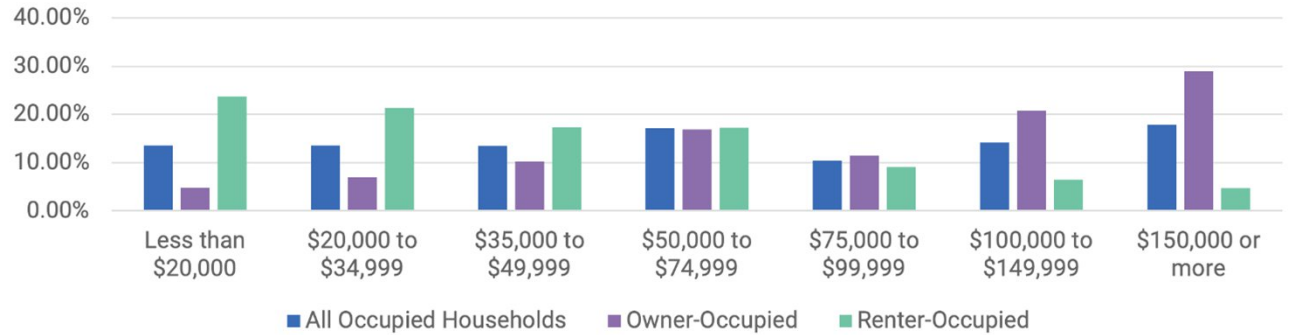
| Lexington-Fayette Households by Income as a Percentage of AMI (2022) | | | | | | | | | | |
|--|----------------|---------------|--------------|-------------|--------------|-------------|--------------|--------------|----------------|-------------------|
| %AMI | 30% | 50% | 80% | 100% | 120% | | | | | |
| Income | \$18,872 | \$31,454 | \$50,326 | \$62,908 | \$75,490 | | | | | |
| Number of Households | | | | | | | | | | |
| AMI: | White | Black | Latino | Native | Asian | Pacific | Other | 2+ | TOTAL | TOTAL (non-white) |
| <30% | 11,733 | 4,567 | 771 | 100 | 393 | 0 | 367 | 994 | 18,924 | 7,192 |
| 30-50% | 12,208 | 1,725 | 1,186 | 16 | 412 | 17 | 370 | 2,294 | 18,230 | 6,021 |
| 50-80% | 16,038 | 3,124 | 1,634 | 1 | 753 | 1 | 584 | 1,232 | 23,368 | 7,329 |
| 80-100% | 9,715 | 1,059 | 969 | 26 | 574 | 27 | 402 | 896 | 13,669 | 3,954 |
| 100-120% | 8,898 | 1,252 | 574 | 10 | 299 | 0 | 156 | 493 | 11,681 | 2,784 |
| >120% | 47,078 | 5,988 | 1,950 | 92 | 2,690 | 0 | 727 | 3,058 | 61,584 | 14,506 |
| TOTAL | 105,670 | 17,716 | 7,084 | 245 | 5,121 | 45 | 2,607 | 8,968 | 147,456 | 41,786 |
| Percent of Households | | | | | | | | | | |
| AMI: | White | Black | Latino | Native | Asian | Pacific | Other | 2+ | TOTAL | TOTAL (non-white) |
| <30% | 11% | 26% | 11% | 41% | 8% | 0% | 14% | 11% | 13% | 17% |
| 30-50% | 12% | 10% | 17% | 7% | 8% | 38% | 14% | 26% | 12% | 14% |
| 50-80% | 15% | 18% | 23% | 0% | 15% | 2% | 22% | 14% | 16% | 18% |
| 80-100% | 9% | 6% | 14% | 11% | 11% | 60% | 15% | 10% | 9% | 9% |
| 100-120% | 8% | 7% | 8% | 4% | 6% | 0% | 6% | 5% | 8% | 7% |
| >120% | 45% | 34% | 28% | 38% | 53% | 0% | 28% | 34% | 42% | 45% |
| TOTAL | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% | 100% |

100% AMI is the median income for Lexington-Fayette according to the 2022 ACS Data. Every other %AMI was calculated directly from this value.

Demographi



HOUSEHOLD INCOME BY TENURE SOURCE: ACS 2022 1-YEAR ESTIMATES



HOUSEHOLDS BY TENURE (2024)

Renter- and Owner-Occupied (Fayette County)

44%
60,447
Renter-Occupied

56%
76,780
Owner-Occupied



Housing Cost Trends

Rising Rental Costs

- **2017:** Average rent was \$839 per unit.
- **2024:** Increased to \$1,104 per unit.
- **Projected Increase:** By 2028, the average rent is expected to reach \$1,305, marking a 56% increase.

Naturally Occurring Affordable Housing (NOAH)

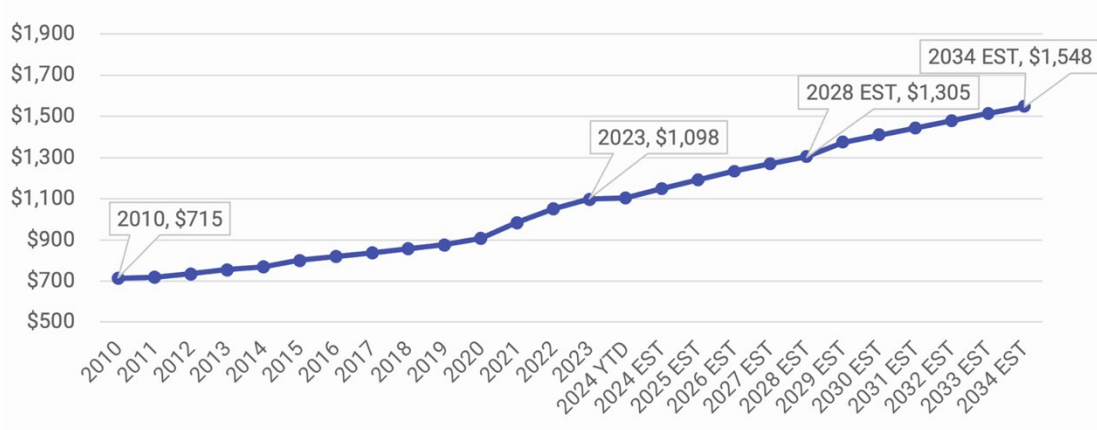
- Areas with lower median rents offer NOAH—affordable without subsidies.
- These units are concentrated in the northend market areas, limiting geographic options for

| Bed Size | 2024 Fair Market Rents |
|---------------|------------------------|
| Studio | \$802 |
| One Bedroom | \$983 |
| Two Bedroom | \$1,177 |
| Three Bedroom | \$1,599 |
| Four Bedroom | \$1,807 |

Housing Cost Trends

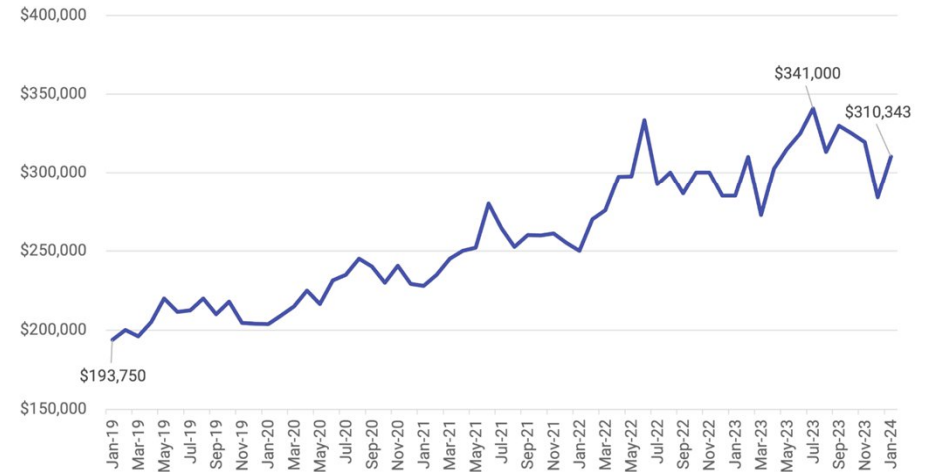


MARKET ASKING RENT PER UNIT SOURCE: COSTAR MULTIFAMILY DATA



MEDIAN SALE PRICE

SOURCE: REDFIN, 2024



Housing Demand

CURRENT HOUSING GAP, FAYETTE COUNTY - (17,005 units / 75% less than 2010-2015)

| | <30% AMI | 31%-50% AMI | 51%-80% AMI | 81% - 120% AMI | 121%-150% AMI | 151%+ AMI | All Brackets |
|---------------------|--------------|--------------|--------------|----------------|---------------|--------------|---------------|
| Rental Gap | 8,764 | 2,672 | 2,014 | 973 | 0 | 0 | 14,423 |
| For Sale Gap | 1,120 | 927 | 1,508 | 1,442 | 1,204 | 1,925 | 8,126 |
| | 9,884 | 3,599 | 3,522 | 2,415 | 1,204 | 1,925 | 22,549 |

ESTIMATED HOUSING DEMAND BY AMI BRACKET (2,186 less than 80% of 2010-2015)

| Income Level | Projected Demand |
|--------------|------------------|
| 0-30% AMI | 835 |
| 31-60% AMI | 809 |
| 61-80% AMI | 542 |
| 81-100% AMI | 585 |
| 101-120% AMI | 470 |
| 121%+ AMI | 2,390 |



Housing Costs

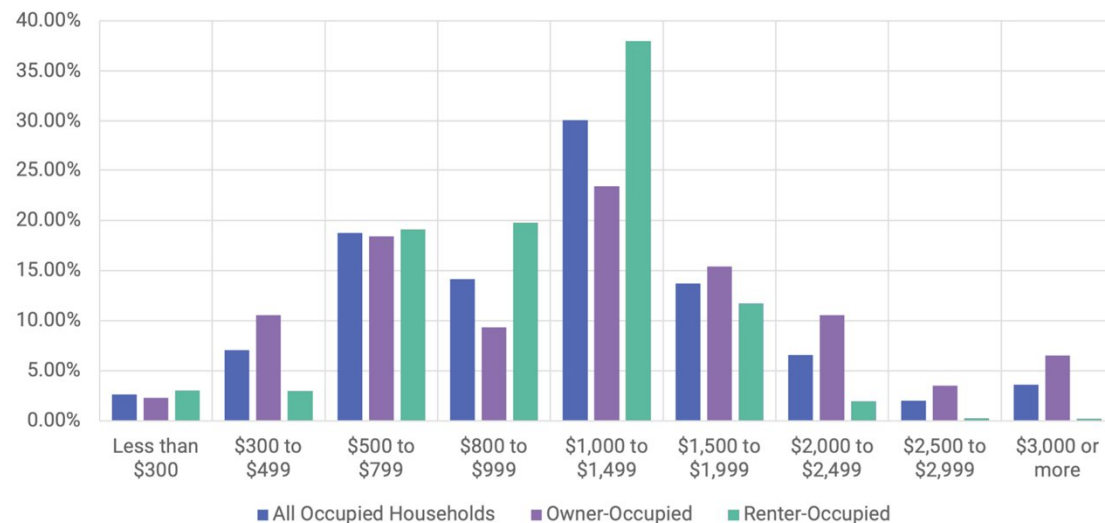
Median Monthly Housing Costs (2022)

- **All Households:** Median housing cost was \$1,095 per month.
- **Owners:** Typically spend more, with a median of \$1,205 per month.
- **Renters:** Spend less, with a median of \$1,036 per month.
- **Cost Distribution:** Overall housing costs follow a standard distribution, with higher costs for owners and lower costs for renters.



MONTHLY HOUSING COSTS BY TENURE

SOURCE: ACS 2022 1-YEAR ESTIMATES



Housing Cost Burden in Lexington-Fayette County

- HUD Definition:** A household is considered cost-burdened if more than 30% of its income is spent on housing.
- Hourly Wage Requirement:** To afford a safe, modest 2-bedroom apartment in Lexington, a household needs to earn \$23.08 per hour, assuming full-time work and factoring in essential secondary costs (childcare, healthcare, food, etc.).
- Cost Burden by Tenure and Income:** Housing cost burdens across different household

PERCENT OF LEXINGTON HOUSEHOLDS THAT ARE HOUSING COST BURDENED BY INCOME BRACKET & TENURE



The Scale of the Affordable Housing Problem

- **Magnitude of the Issue:** The financial requirements to address the affordable housing gap are significant, far beyond the capacity of the Affordable Housing Fund alone.
- **Financial Projection:** A 10-year projection shows that:
 - Simply spending more will not solve the problem.
 - Projected investment strategies we explored are:
 - ✓ Closing the housing gap entirely.
 - ✓ Maintaining the gap at current levels.
 - ✓ Achieving a modest reduction by 3,332 units through direct funding.

PROJECTED COST OF DIRECT SUBSIDY

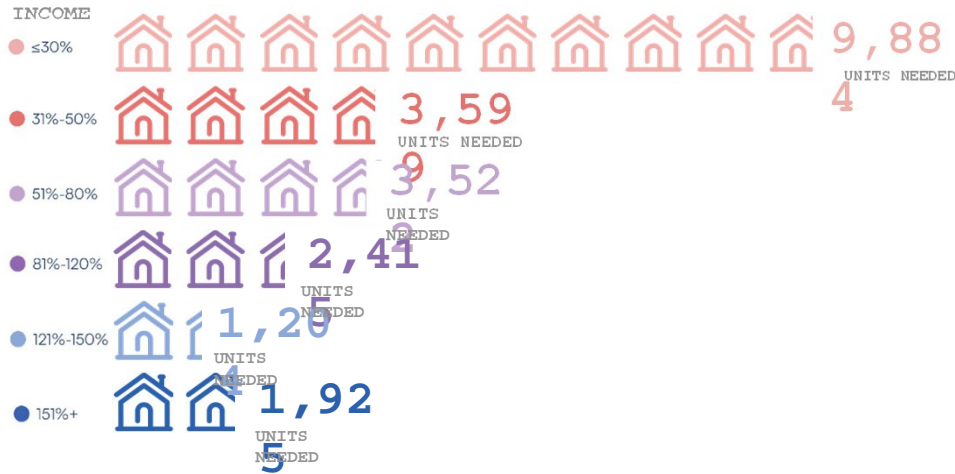
| Cost of Subsidizing Affordable Housing Construction | | | |
|---|--------------------------------------|------------------------------------|---------------------------------|
| Year | Eliminating the Gap (1,867 Units/yr) | Maintaining the Gap (167 Units/yr) | Reducing the Gap (500 Units/yr) |
| Year 1 | \$25,313,118.80 | \$2,261,140.80 | \$6,778,000.00 |
| Year 2 | 26,199,077.96 | \$2,340,280.73 | \$7,015,230.00 |
| Year 3 | \$27,116,045.69 | \$2,422,190.55 | \$7,260,763.05 |
| Year 4 | \$28,065,107.29 | \$2,506,967.22 | \$7,514,889.76 |
| Year 5 | \$29,047,386.04 | \$2,594,711.08 | \$47,777,910.90 |
| Year 6 | \$30,064,044.55 | \$2,685,525.96 | \$8,050,137.78 |
| Year 7 | \$31,116,286.11 | \$2,779,519.37 | \$8,331,892.60 |
| Year 8 | \$32,205,356.13 | \$2,876,802.55 | \$8,623,508.84 |
| Year 9 | \$33,332,543.59 | \$2,977,490.64 | \$8,925,331.65 |
| Year 10 | \$34,499,182.62 | \$3,081,702.81 | \$9,237,718.26 |
| TOTAL 10-YEAR EXPENDITURE | \$296,958,148.76 | \$26,526,331.72 | \$79,515,382.84 |

Housing Gap

TOTAL HOUSING GAP – LEXINGTON 2024

OVERALL HOUSING GAPS (2024)

Number of Units Needed by Household Income Level (Fayette County)

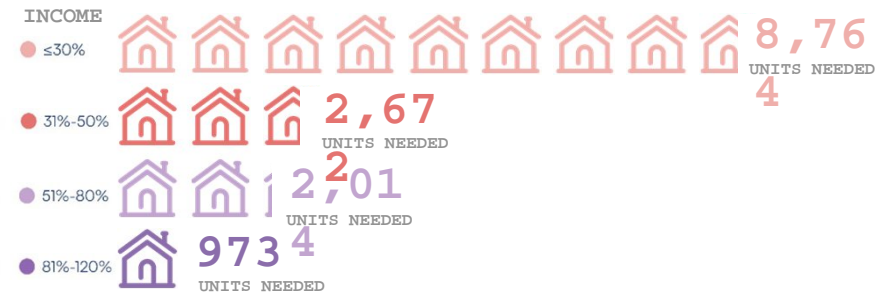


Total Units **22,549** Share of State **10.9%** Gap to Total Households Ratio **16.4%**

OVERALL RENTAL HOUSING GAP FOR LEXINGTON 2024

OVERALL RENTAL HOUSING GAPS (2024)

Number of Units Needed by Household Income Level (Fayette County)



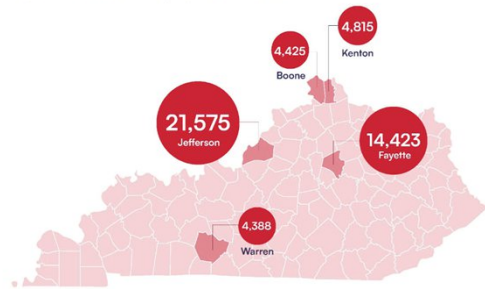
Total Units **14,423** Share of State **14.2%** Gap to Renter Households Ratio **23.9%**

Housing Gap

HIGHEST KY COUNTY RENTAL GAPS

RENTAL HOUSING GAPS (RANKED)

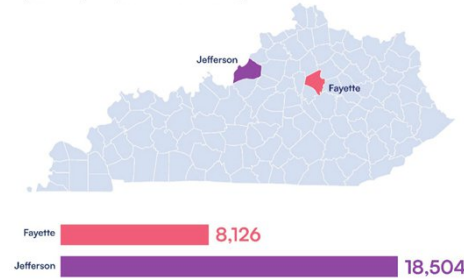
Top 5 Counties Rental Housing Gap Estimates for 2024



COMPARISON OF THE FOR-SALE HOUSING GAP BETWEEN FAYETTE & JEFFERSON COUNTIES

FOR-SALE HOUSING GAP (2024)

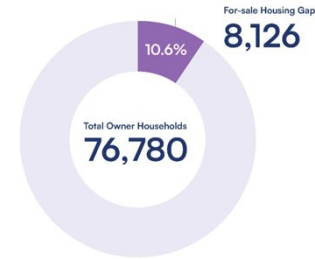
Fayette County Compared to Jefferson County



FOR-SALE HOUSING GAP RATIO IN LEXINGTON

FOR-SALE HOUSING GAPS TO TOTAL OWNER HOUSEHOLDS RATIO (2024)

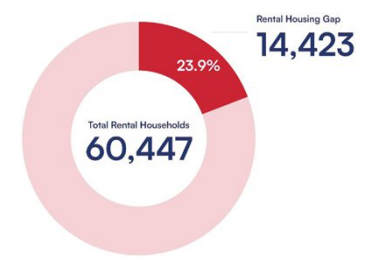
(Fayette County)



RENTAL GAP TO RENTER HOUSEHOLD RATIO

OVERALL RENTAL HOUSING GAP TO TOTAL RENTER HOUSEHOLDS RATIO (2024)

(Fayette County)



| Number of Lexington Households by %AMI and Tenure | | | | | | | |
|---|----------|------------|------------|-------------|--------------|-----------|---------|
| | <30% AMI | 30-50% AMI | 50-80% AMI | 80-100% AMI | 100-120% AMI | >120% AMI | TOTAL |
| Renter | 15,165 | 9,490 | 10,586 | 6,235 | 6,128 | 12,843 | 60,447 |
| Owner | 4,853 | 4,451 | 7,447 | 6,909 | 6,855 | 46,306 | 76,821 |
| TOTAL | 20,018 | 13,391 | 18,033 | 13,144 | 12,983 | 59,149 | 137,268 |

| Percent of Lexington Households by %AMI and Tenure | | | | | | | |
|--|----------|------------|------------|-------------|--------------|-----------|-------|
| | <30% AMI | 30-50% AMI | 50-80% AMI | 80-100% AMI | 100-120% AMI | >120% AMI | TOTAL |
| Renter | 25.1% | 15.7% | 17.5% | 10.3% | 10.1% | 21.2% | 100% |
| Owner | 6.3% | 5.8% | 9.7% | 9.0% | 8.9% | 60.3% | 100% |
| TOTAL | 14.6% | 10.2% | 13.1% | 9.6% | 9.5% | 43.1% | 100% |

PERCENT OF HOUSEHOLDS THAT ARE SEVERELY HOUSING COST BURDENED BY TENURE

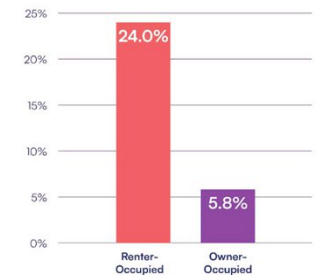
SHARE OF SEVERE HOUSING COST-BURDENED HOUSEHOLDS BY TENURE (2024)

(Fayette County)

Households paying excessive amounts of their income toward housing costs are a consideration when assessing the housing needs of a market. Severe cost burdened households are defined as those paying over 50% of their income toward housing costs.



Percentage of Severe Housing Cost-Burdened Households



Housing Gap

COMPLETE HOUSING GAP ESTIMATES FOR LEXINGTON 2024 BY %AMI



| Fayette County | | Rental Housing Gap Estimates by Income (2024) | | | | | |
|------------------------------------|-----------|---|-------------------|--------------------|---------------------|------------|--------|
| Percent of Area Median Income | ≤30% | 31%-50% | 51%-80% | 81%-120% | 121%-150% | 151%+ | Total |
| Household Income Range | ≤\$26,790 | \$26,791-\$44,650 | \$44,651-\$71,440 | \$71,441-\$107,160 | \$107,161-\$133,950 | \$133,951+ | |
| Rent Range | ≤\$670 | \$671-\$1,116 | \$1,117-\$1,786 | \$1,787-\$2,679 | \$2,680-\$3,349 | \$3,350+ | |
| Vacancy Surplus or Deficit | 720 | 190 | -28 | -235 | -413 | -719 | -485 |
| Replacement of Substandard Housing | 344 | 116 | 108 | 50 | 0 | 0 | 618 |
| External Market Support | 3,186 | 1,612 | 2,004 | 1,388 | 337 | 470 | 8,997 |
| Severe Cost Burdened Households | 3,957 | 868 | 130 | 13 | 0 | 0 | 4,968 |
| Total Gross Demand #1 | 8,207 | 2,786 | 2,214 | 1,216 | 0 | 0 | 14,423 |
| Net Step-Down Support | 557 | -114 | -200 | -243 | 0 | 0 | 0 |
| Total Gross Demand #2 | 8,764 | 2,672 | 2,014 | 973 | 0 | 0 | 14,423 |
| Total Rental Housing Gaps | 8,764 | 2,672 | 2,014 | 973 | 0 | 0 | 14,423 |

| Fayette County | | For-Sale Housing Gap Estimates by Income (2024) | | | | | |
|------------------------------------|-----------|---|-------------------|--------------------|---------------------|------------|-------|
| Home Price Range | ≤\$86,886 | \$86,887- | \$44,651-\$71,440 | \$71,441-\$107,160 | \$107,161-\$133,950 | \$133,951+ | Total |
| Vacancy Surplus or Deficit | 226 | 196 | 387 | 405 | 231 | 609 | 2,054 |
| Replacement of Substandard Housing | 23 | 14 | 21 | 16 | 0 | 0 | 74 |
| External Market Support | 565 | 508 | 1,033 | 1,141 | 669 | 1,797 | 5,713 |
| Severe Cost Burdened Households | 149 | 68 | 50 | 14 | 4 | 0 | 285 |
| Total Gross Demand #1 | 963 | 786 | 1,491 | 1,576 | 904 | 2,406 | 8,126 |
| Net Step-Down Support | 157 | 141 | 17 | -134 | 300 | -481 | 0 |
| Total Gross Demand #2 | 1,120 | 927 | 1,508 | 1,442 | 1,204 | 1,925 | 8,126 |
| Total For-Sale Housing Gaps | 1,120 | 927 | 1,508 | 1,442 | 1,204 | 1,925 | 8,126 |

Regulatory Impact on Affordable Housing

- **Role of Zoning:** Zoning regulations can either support or hinder affordable housing development by influencing the type, size, and cost of housing.
 - Large-lot, single-family zoning can limit affordable housing and raise prices.
 - Lengthy permitting processes increase costs passed on to buyers and renters.
- **Proposed Zoning Amendments by LFUCG:**
 - **Density Bonuses:** Incentivizes developers to include affordable units, increasing the supply.
 - Accessory Dwelling Units (ADUs): Permitting ADUs boosts the housing stock, offering more affordable rental options.
 - **Diverse Housing Types:**
 - Multi-Family Zoning: Expanding zoning for multi-family units creates more opportunities for affordable and mixed-income housing.
- **Lower Development Costs:**
 - Streamlined Approval: Faster approvals reduce costs, making affordable housing more feasible for developers.
 - Fee Reductions/Waivers: Lowering fees further incentivizes developers to build affordable units.
- **Inclusionary Zoning:**
 - Mandatory Affordable Units: Requires a certain percentage of affordable units in new developments, ensuring continued growth in affordable housing.



Government Initiatives Supporting Affordable Housing

Local Programs

- **Lexington-Fayette Urban County Government (LFUCG):**
 - Affordable Housing Fund (AHF): Supports construction and renovation of affordable housing.
 - Housing Stabilization Program: Provides emergency financial aid to prevent homelessness.
 - HOME Investment Partnerships Program: Grants for building, buying, and rehabilitating affordable housing.
 - Community Development Block Grant (CDBG): Funds for land acquisition, planning, and other non-construction costs.
- **Lexington Housing Authority (LHA):**
 - Public Housing: Provides affordable rentals for low-income families, elderly, and disabled residents.
 - Housing Choice Voucher Program (Section 8): Rental subsidies for low-income families.
 - Project-Based Rental Assistance (PBRA):

State Programs

- **Kentucky Housing Corporation (KHC):**
 - Low-Income Housing Tax Credit (LIHTC): Tax incentives for affordable housing development.
 - Affordable Housing Trust Fund (AHTF): Supports development for households earning up to 60% of the median income.
 - Tax-Exempt Bond Financing: Bonds for affordable housing projects that can be combined with LIHTC.
 - Small Multifamily Affordable Loan Program (SMAL): Funding for small-scale multi-family affordable projects.

Government Initiatives Supporting Affordable Housing

Federal Programs

- **HUD:** Federal programs supporting affordable housing.
- **Veterans Affairs (VA) Housing Assistance:** Housing benefits for veterans.
- **National Housing Trust Fund (NHTF):** Grants to preserve affordable housing.
- **New Markets Tax Credits (NMTC):** Tax credits to incentivize investment in low-income communities.

Nonprofit and Private Sector Involvement

- **Nonprofit Developers:** Organizations like Habitat for Humanity, Urban League Local Development Corporation and Lexington Community Land Trust build and renovate affordable housing.
- **Public-Private Partnerships (PPPs):** Collaborations between government and private developers to fund

Additional Tools

- **Inclusionary Zoning:** Requires a percentage of new developments to be affordable.
- **Density Bonuses:** Allows more units if affordable housing is included.
- **Land Banking:** Acquiring and redeveloping underutilized properties for affordable housing.



Strategies and Best Practices for Affordable Housing

1

Public Housing and Section 8:

- LHA manages public housing and Section 8 vouchers, helping low-income families, seniors, and disabled individuals access safe, affordable housing.

2

New Affordable Housing Developments:

- The Affordable Housing Fund has supported townhomes and apartment complexes for low-income families, expanding the city's affordable housing supply.

3

Specialized Housing Projects:

- Focus on housing for seniors and disabled individuals with tailored amenities and support services.

4

Nonprofit and Private Sector Contributions:

- Nonprofits and private developers, supported by government funding and tax credits, have played a significant role in building affordable housing.

Best Practices for Affordable Housing Trust Funds (AHTFs) :



1. Dedicated Revenue Sources:

- Ensure consistent funding through property taxes, real estate transfer fees, or commercial linkage fees.

Community Land Trusts (CLTs):

- Support CLTs for long-term affordability and create mixed-use CLTs to integrate commercial and residential spaces.

Scalability and Replication:

- Develop scalable, adaptable housing models and open-source housing plans to lower development costs.

Innovative Design Incentives:

- Prioritize sustainable, energy-efficient designs and host design

5. Community Involvement:

- Engage community stakeholders and allocate funds for resident-driven projects to ensure alignment with local needs.

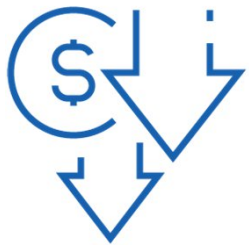
Leveraging Additional Resources:

- Create social impact funds with private investors to finance projects with both financial and social returns.

Holistic Support Services:

- Integrate job training, healthcare, and childcare in affordable housing

Key Takeaways



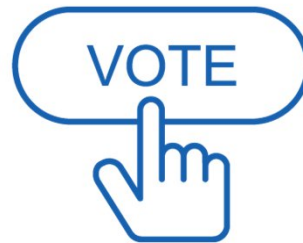
Diversified Funding Streams

Successful cities leverage a mix of local, state, federal, and private funding sources.



Public-Private Partnership

Collaboration with private developers and investors is crucial for maximizing resources.



Voter-Approved Measures

Property tax levies and bond measures often require public approval but can provide substantial and stable funding.



Innovative Financing Mechanisms

Programs like tax increment financing and inclusionary zoning help generate additional funds for affordable housing.



Innovative Financing Mechanisms

Programs like tax increment financing and inclusionary zoning help generate additional funds for affordable housing.



Thank you.



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: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

Text of Legislative File 0927-23



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0989-24

File ID: 0989-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 315-2024

In Control: Urban County Council

File Created: 09/24/2024

File Name: Seagrave contract 2024_2 pumpers

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus LLC., for purchase of two new rescue pumper apparatus at a cost not to exceed \$2,216,911. [Div. of Fire and Emergency Services, Wells]

Notes: Stamped and filed in the CCO. A copy was returned with Rita 11/19/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: Seagrave blue sheet memo_2 rescue pumpers_092024, Seagrave Contract_092024, HGAC- Executed Contract - FWD Seagrave Holdings LP_2024, 989-24 seagrave 4869-3659-4157 v.1.doc, R-550-2024

Enactment Number: R-550-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 0989-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Seagrave Fire Apparatus LLC., for purchase of two new rescue pumper apparatus at a cost not to exceed \$2,216,911. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into a Contract Agreement with Seagrave Fire Apparatus, LLC for the purchase of two (2) new rescue pumper apparatus at the cost of \$2,216,911.00. These are expected to be delivered in 1500 days. Funds are Budgeted. (L0989-24) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: Yes

Account Number: 1105 505707 5713 96957

This Fiscal Year Impact: \$2,216,911.00

Annual Impact:

Project: FIRE_TRUCK_2025

Activity: VEHICLE

Budget Reference: 2025

Current Balance: \$5,160,000.00



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: 09/24/2024
SUBJECT: Contract with Seagrave Fire Apparatus, LLC

File Summary:

Request Council authorization to enter into a contract agreement with Seagrave Fire Apparatus, LLC for the purchase of 2 new rescue pumper apparatus at the cost of \$2,216,911.00. These are expected to be delivered in 1500 days.

Why are you requesting?

These units will replace high mileage aging units. The units scheduled for replacement will then be assigned to the division's reserve fleet, refurbished, or replace older units currently in the reserve fleet.

Contract termination language / clause: N/A

The cost for this FY is: \$2,216,911.00

The cost for future FY is N/A

Are the funds budgeted? Yes.

Account information:

1105 505707 5713 96957 Fire_TRUCK_2025

Has an RFP been obtained? N/A

Sole source? N/A

Name of cooperative purchasing agreement if being utilized:

Yes, Houston Galveston Area Council, (HGAC). Contract #FS12-23.

File Number:

Director/Commissioner: Wells/Armstrong



CONTRACT

THIS AGREEMENT; made by and between **Seagrave Fire Apparatus, LLC** of Clintonville, Wisconsin, hereinafter referred to as the "Seller", and **Lexington-Fayette Urban County Government, Lexington, KY**, by its authorized representative, hereinafter referred to as the "Purchaser".

1. The Seller hereby agrees to furnish **two (2) units of a Seagrave Capitol Pumper**, hereinafter referred to as "Apparatus and Equipment", according to the mutually agreed specifications and change order documents hereto attached and made a part of this contract, and to deliver the same as hereinafter provided.
2. The Seller guarantees that all material and workmanship in and about the Apparatus and Equipment shall comply with the mutually agreed specifications and change orders. In the event there is any conflict between the City Bid Specifications and the Seagrave Bid Proposal, the mutually agreed specifications and change orders will prevail. The standard Seagrave Limited Warranty will apply as provided for in the mutually agreed specifications and change orders. Minor details of materials and construction, not otherwise specified, shall be left to the decision of the Seller who shall be solely responsible for the design, engineering and construction of all features of the Apparatus and Equipment. Any changes to the contract or purchase order must be approved in advance through the issuance of a written change order by the Seller. The Seller will not assume responsibility for performing any change requested but not approved by the Purchaser within five (5) days of the change order submission for approval.
3. **The Apparatus and Equipment shall be ready for delivery from Clintonville, Wisconsin, within 1,500 calendar days after the receipt of the (i) mutually agreed specifications, (ii) change order documents and (iii) approval drawing signed by the authorized representative of the Purchaser. Any resulting change orders will result in an adjusted delivery day as determined by Seller. Liquidated damages in the amount of \$500.00 per day shall go into effect on the 1,501th day or such amended delivery date provided, however, the order is fully specified, accurate and completely defined, along with the receipt of the approved update and PE drawing signed by the Purchaser at time of order. Delays due to change orders, strikes, failures to obtain materials, discontinuances of specified parts, delivery delays on major components caused by suppliers, or other causes beyond Seller's control will be just cause for delay in delivery and will delay the effective date for liquidated damages to go into effect as communicated by Seller. The completed Apparatus and Equipment shall be delivered to the Purchaser at:**

**Lexington Fire Department
219 East Third Street
Lexington, KY 40508**

4. A competent representative shall, upon request, be furnished by the Seller to demonstrate said Apparatus and Equipment for the Purchaser and to familiarize the Purchaser's employees in the operation and handling of the Apparatus and Equipment.
5. The Purchaser purchases and agrees to pay for the Apparatus and Equipment, the sum of **Two Million Five Hundred Seventy-Seven Thousand Two Hundred Sixty-Six Dollars (\$2,577,266)**, state, federal, FET, or local taxes not included. Payment of any such taxes are the responsibility of the Purchaser. **The first pumper shall be \$1,298,368 and the second pumper shall be \$1,278,898. All prices include a 100% Performance Bond. Payment shall be made in full at time of order, reducing the contract price by \$360,355. The net price to be paid after the Pre-Payment discount shall be \$2,216,911.** If payment is not made at the time of the order, the discount will be adjusted accordingly. Any balance due shall be paid, along with all approved modifications required by the Purchaser, upon delivery and acceptance of the Apparatus and Equipment by the Purchaser.

5.1 All payments shall be made payable to Seagrave Fire Apparatus, LLC and shall be delivered directly to:

*Seagrave Fire Apparatus, LLC
7285 Solutions Center
Chicago, IL 60677-7002*

5.2 The Apparatus and Equipment must be paid in full prior to being placed in fire service.

5.3 If more than one piece of Apparatus and Equipment is covered by this Contract, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

6. In the case that no final inspection is made by the Purchaser at the factory prior to shipment and the Purchaser desires to test the Apparatus and Equipment upon receipt, such test shall be made within three (3) days after arrival at the delivery destination specified above. A written report of such test shall be delivered forthwith to the Seller at its principal office at Clintonville, Wisconsin. If no such test be made, or if no such report be made by the Purchaser within three (3) days after arrival, then the Apparatus and Equipment shall be considered as fully complying with the contract specifications.
7. It is agreed that the Apparatus and Equipment covered by this contract shall remain the property of the Seller until the Apparatus and Equipment is delivered and accepted by the Purchaser, such acceptance shall not be unreasonably withheld or delayed. In case of any default in payment the Seller may take full possession of the Apparatus and Equipment, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as rent in full for the use of the Apparatus and Equipment up to date of taking possession.
8. In the event that any applicable Federal or State Regulations (DOT, FMVSS, EPA, etc.), National Fire Protection Association Standards or import tariffs which are enacted during the course of this contract, and which requires a change in the contract specifications and purchase price in order for the Apparatus and Equipment to comply with such regulation, the parties will execute a change order describing the change in the specifications and increasing the purchase price by an amount equal to the increase in the costs of producing the Apparatus and Equipment.
9. This Agreement shall be governed by and construed in accordance with the laws of the **Commonwealth of Kentucky** without regard to principles or conflict of laws. Each party hereby consents that the exclusive venue for any dispute of claim relating to this Agreement shall be in the **Federal** courts sitting in **Fayette County, Kentucky**. Each party hereby consents to the personal jurisdiction of such courts.
10. Except for damages, claims or losses due to Seagrave's acts of gross negligence, Purchaser or user, to the extent permitted by law, will indemnify and hold Seagrave and Seagrave's property, free and harmless from any liability for losses, claims, injury to or death of any person, including Purchaser or user, or for damage to property arising from Purchaser or user using and possessing the Apparatus or from the acts or omissions of any person or persons, including Purchaser or user, using or possessing the Apparatus with Purchaser or user's express or implied consent. The provisions hereof shall survive expiration or termination of this Agreement. **This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to purchaser.**
11. Risk of loss shall pass to the Purchaser upon delivery and acceptance of the Apparatus and Equipment.
12. To be binding the contract must be signed and approved by an Officer of Seagrave Fire Apparatus, LLC. This contract and mutually agreed specifications and change order documents take precedence over all previous negotiations, and no representations are considered as entering into this contract except as are contained herein or in the mutually agreed specifications and change order documents included herein.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the Purchaser has caused its corporate seal to be hereunto affixed, and attested by its authorized representatives, on this _____ day of _____ 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, LEXINGTON, KY ("Purchaser")

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

By _____
Please print name here

By _____
Please sign name here

Title _____
Purchaser

SEAGRAVE FIRE APPARATUS, LLC ("Seller")

By UD
Ulisses D. Parmeziani

Title: **President and Chief Executive Officer**
Seller

Date of Acceptance: 08/21/2024

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - FWD Seagrave Holdings, LP - Public Services - ID: 11563 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and FWD Seagrave Holdings, LP, hereinafter referred to as the Contractor, having its principal place of business at 105 East 12th Street, Clintonville, WI 54929.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406.

Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.


ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

FWD Seagrave Holdings, LP

Signature  DocuSigned by:
3D7AFC407E33421...

Name Ulisses Parmeziani

Title President & CEO

Date 1/30/2024

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 2/5/2024

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - FWD Seagrave Holdings, LP - Public Services - ID: 11563

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts. Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. **Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. **Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. **Pumper Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. **Pumper-Tanker/Tanker/Tender Fire Apparatus**

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. **Aircraft Rescue & Fire-Fighting Vehicles (ARFF)**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. **Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.**

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. **Fire Boats, Rescue Boats, Emergency Response Boats**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. **Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs**

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

| | |
|---|---------------------------------------|
| Category A – Brush Trucks/Light Rescue | \$1,000 per purchase order |
| Category B – Aerial Fire Apparatus | \$2,000 per purchase order |
| Category C – Pumper Fire Apparatus | \$2,000 per purchase order |
| Category D – Pumper/Tanker and Tanker Apparatus | \$2,000 per purchase order |
| Category E – ARFF Apparatus | \$2,000 per purchase order |
| Category F – Special Service Vehicles | |
| Heavy Rescue*/Special Service | \$2,000 per purchase order |
| Light Rescue/Quick Response | \$1,000 per purchase order |
| All Trailers | 2% of purchase order |
| *Heavy Rescue is vehicle with GVWR of 26,000 and above. | |
| Category G –Fire/Rescue/Emer. Response Boats | 2% of purchase order |
| Category H - Fire Command Vehicles | \$1,000 per purchase order |
| Category I - Alternative Fuel Vehicles | Fee determined by category of vehicle |
| Category J –Service/Maintenance Plans | 2% per purchase order |
| Category K - Fire Apparatus/Vehicle Parts and Supplies | 2% per purchase order |
| Category L - Fire Apparatus/Vehicle Options | No separate fee - part of vehicle |

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

Attachment A
FWD Seagrave Holdings, LP
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

| Manufacturer | Product | Item Description | Offered List Price | HGACBuy Discount |
|---|--|--|--------------------|------------------|
| Category A - Wildland and Brush Vehicle | | | | |
| Seagrave | A-1 Brush Truck | Ford F550 Cab & Chassis, Two Door, Hale HPX300 Pump, 300 Gallons of Water, Aluminum Flatbed | \$202,650 | 5% |
| Category B - Aerial Fire Apparatus | | | | |
| Seagrave | B-1 Marauder 75' Meanstick | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 400 Gallons of Water, Stainless Steel Body, 75' 500# Rearmount Steel Aerial Ladder | \$1,441,650 | 5% |
| Seagrave | B-2 Marauder 100' Force Quint | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 300 Gallons of Water, Stainless Steel Body, 100' 500# Rearmount Steel Aerial Ladder | \$1,614,900 | 5% |
| Seagrave | B-4 Marauder 250# Tractor Drawn w/o Waterway | Marauder Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 250# Steel Aerial Ladder, without pinnable waterway. | \$1,844,850 | 5% |
| Seagrave | B-6 Marauder 500# Tractor Drawn w/o Waterway | Marauder Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 500# Steel Aerial Ladder, without pinnable waterway. | \$1,914,150 | 5% |
| Seagrave | B-8 Marauder HydroForce | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body, 60' Articulating Water Tower. | \$1,346,100 | 5% |
| Seagrave | B-9 Marauder 75' Aerialscope Non-Quint Platform | Marauder Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 75' Midmount Tower Platform, 1000# | \$2,169,300 | 5% |
| Seagrave | B-10 Marauder 95' Aerialscope Non-Quint Platform | Marauder Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 95' Midmount Tower Platform, 1000# | \$2,212,350 | 5% |
| Seagrave | B-11 Marauder 95' Aerialscope Quint Platform | Marauder Cab & Chassis, 4 person seating, 2000 GPM Pump, 300 Gallons of Water, Stainless Steel Body, 95' Midmount Tower Platform, 1000# | \$2,306,850 | 5% |
| Seagrave | B-12 Marauder 105' Apollo Quint | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 300 Gallons of Water, Stainless Steel Body, 105' 1250# Rearmount Steel Aerial Ladder Platform | \$2,046,450 | 5% |
| Seagrave | B-14 Capitol 75' Meanstick | Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 400 Gallons of Water, Stainless Steel Body, 75' 500# Rearmount Steel Aerial Ladder | \$1,473,150 | 5% |
| Seagrave | B-15 Capitol 100' Force Quint | Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 300 Gallons of Water, Stainless Steel Body, 100' 500# Rearmount Steel Aerial Ladder | \$1,646,400 | 5% |
| Seagrave | B-17 Capitol 250' Tractor Drawn w/o Waterway | Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 250# Steel Aerial Ladder, without pinnable waterway. | \$1,876,350 | 5% |
| Seagrave | B-19 Capitol 500' Tractor Drawn w/o Waterway | Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Tractor Drawn 100' 500# Steel Aerial Ladder, without pinnable waterway. | \$1,945,650 | 5% |
| Seagrave | B-21 Capitol HydroForce | Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body, 60' Articulating Water Tower. | \$1,377,600 | 5% |
| Seagrave | B-22 Capitol 75' Aerialscope Non-Quint Platform | Capitol Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 75' Midmount Tower Platform, 1000# | \$2,200,800 | 5% |
| Seagrave | B-23 Capitol 95' Aerialscope Non-Quint Platform | Capitol Cab & Chassis, 4 person seating, No Pump or Tank, Stainless Steel Body, 95' Midmount Tower Platform, 1000# | \$2,243,850 | 5% |
| Category C - Pumper Fire Apparatus | | | | |
| Seagrave | C-1 Marauder Pumper 1000 GPM 500 Gallons Water | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body | \$844,200 | 5% |
| Seagrave | C-2 Capitol Pumper 1000 GPM 500 Gallons Water | Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 500 Gallons of Water, Stainless Steel Body | \$875,700 | 5% |
| Seagrave | C-3 Commercial Pumper | Freightliner Cab & Chassis, Two Door, 1000 GPM Pump, 500 Gallons of Water, Poly Body | \$460,950 | 5% |
| Seagrave | C-4 Mini Pumper | Ford F550 Cab & Chassis, Four Door, Hale DSD 1250 GPM Pump, 300 Gallons of Water, Aluminum Body | \$376,950 | 5% |
| Category D - Pumper-Tanker/Tender | | | | |

| | | | | |
|---------------------------------------|--|---|----------------|----|
| Seagrave | D-1 Marauder Pumper/Tanker 1000 GPM 2000 Gallons Water | Marauder Cab & Chassis, 4 person seating, 1000 GPM Pump, 2000 Gallons of Water, Stainless Steel Body | \$935,550 | 5% |
| Seagrave | D-2 Capitol Pumper/Tanker 1000 GPM 2000 Gallons Water | Capitol Cab & Chassis, 4 person seating, 1000 GPM Pump, 2000 Gallons of Water, Stainless Steel Body | \$967,050 | 5% |
| Seagrave | D-3 Commercial Pumper/Tanker | Freightliner Cab & Chassis, Two Door, 1000 GPM Pump, 2000 Gallons of Water, Poly Body | \$468,300 | 5% |
| Category F - Special Service Vehicles | | | | |
| Seagrave | F-1 Marauder Walkaround Rescue | Marauder Cab & Chassis, 4 person seating, Walkaround Stainless Steel Body, Short 201" length. | \$927,150 | 5% |
| Seagrave | F-2 Marauder Walk-in Rescue | Marauder Cab & Chassis, 4 person seating, Walk-in Stainless Steel Body, Short 201" length. | \$1,035,300 | 5% |
| Seagrave | F-3 Capitol Walkaround Rescue | Capitol Cab & Chassis, 4 person seating, Stainless Steel Body, Short 201" length. | \$958,650 | 5% |
| Seagrave | F-4 Capitol Walk-in Rescue | Capitol Cab & Chassis, 4 person seating, Walk-in Stainless Steel Body, Short 201" length. | \$1,066,800 | 5% |
| Seagrave | F-5 Attacker 2 Door Walk-in 313" Jumbo Rescue Body | Attacker 2 Door Cab and Chassis, 2-Person seating, Walk-in Stainless Steel Body, Jumbo 313" length. | \$1,209,600 | 5% |
| Seagrave | F-6 Attacker 2 door Walk-in Rescue | Attacker 2 Door Cab and Chassis, 2-Person seating, Walk-in Stainless Steel Body, Medium, 221" length. | \$1,060,500.00 | 5% |
| Seagrave | F-7 Commercial Rescue | Freightliner Cab & Chassis, Two Door, Poly Body, 192" length | \$429,450.00 | 5% |

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SEAGRAVE FIRE APPARATUS LLC., FOR PURCHASE OF TWO NEW RESCUE PUMPER APPARATUS AT A COST NOT TO EXCEED \$2,216,911.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Seagrave Fire Apparatus LLC., for purchase of two new rescue pumper apparatus.

Section 2 - That an amount, not to exceed the sum of \$2,216,911.00 be and hereby is approved for payment to Seagrave Fire Apparatus LLC., from account #1105-505707-96957.

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
989-24:MRS: 4869-3659-4157, v. 1

RESOLUTION NO. 550-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SEAGRAVE FIRE APPARATUS LLC., FOR PURCHASE OF TWO NEW RESCUE PUMPER APPARATUS AT A COST NOT TO EXCEED \$2,216,911.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Seagrave Fire Apparatus LLC., for purchase of two new rescue pumper apparatus.

Section 2 - That an amount, not to exceed the sum of \$2,216,911.00 be and hereby is approved for payment to Seagrave Fire Apparatus LLC., from account #1105-505707-96957.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:
[Signature]
CLERK OF URBAN COUNTY COUNCIL
989-24.MRS: 4869-3659-4157, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0991-24

File ID: 0991-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 316-2024

In Control: Urban County Council

File Created: 09/25/2024

File Name: MOA with Southside Technical

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fayette County Public Schools Southside Technical, to establish a Student Emergency Medical Technician Program. [Div. of Fire and Emergency Services, Wells]

Notes: Stamped and filed in the CCO. Returned to Chief Wells 11/19/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: MOA_Southside Tech & LFD_2024_blue sheet,
MOA LFUCG Fire Dept Contract_Southside Tech
(FCPS)_092024, 991-24 southside 4883-9136-2029
v.1.doc, R-533-2024

Enactment Number: R-533-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | | | | Pass |

Text of Legislative File 0991-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Fayette County Public Schools Southside Technical, to establish a Student Emergency Medical Technician Program. [Div. of Fire and Emergency Services, Wells]

Summary

Authorization to enter into a Memorandum of Agreement with Fayette County Public Schools Southside Technical to establish guidelines and responsibilities of the clinical education component and off campus experiences for students in the Emergency Medical Technician (EMT) Program through Fayette County Schools. No Budgetary impact. (L0991-24) (Wells/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, M. Sanner

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
FROM: Jason G. Wells, Fire Chief
DATE: September 25, 2024
SUBJECT: MOA Southside Technical, FCPS

The Division of Fire and Emergency Services request authorization to enter into a memorandum of agreement with Fayette County Public Schools Southside Technical to establish guidelines and responsibilities of the clinical education component and off campus experiences for students in the Emergency Medical Technician (EMT) Program through Fayette County Schools. This will consist of their ride time on an ambulance and other educational purposes.

Why are you requesting? We are requesting so that the students from Southside Technical will be able to get the required ride time needed to receive their EMT certification.

Department needs this action completed because: This could help in creating a route for the students of Southside Technical in becoming future firefighters.

Contract termination language / clause: The agreement is subject to termination at the end of the year (measured by the date of execution) upon written notice of at least ninety days.

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

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

File Number:

Director/Commissioner: Wells/Armstrong



MEMORANDUM OF AGREEMENT
SOUTHSIDE TECHNICAL CENTER (SCHOOL)

AND

LEXINGTON- FAYETTE URBAN COUNTY GOVERNMENT
(AFFILIATING AGENCY)

Purpose: The purpose of this agreement is to establish guidelines and responsibilities of the clinical education component and/or off campus educational experiences for students in the EMT Program.

General Responsibilities:

1. The school does not discriminate based on race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.
2. Student assignments planned by the instructor in consultation with the appropriate supervisory personnel will be designed to meet the educational needs of the students and in accordance with the available opportunities and experiences.
3. Clinical schedules and/or off campus educational experiences shall be in accordance with School's and the Affiliating Agency's standard operating procedures.
4. It is understood and agreed to by all parties that students and faculty of the school system are not employees or agents of the Affiliating Agency. As such, they are not entitled to wages, worker's compensation, medical or liability insurance, or any other employee benefits for activities related to the clinical experience provided for under this agreement.
5. Students are not entitled to jobs with the Affiliating Agency upon program completion.
6. School and Affiliating Agency shall establish the eligibility parameters for student participation in the clinicals and these parameters will be reviewed annually.

School Responsibilities:

Faculty will:

1. Become familiar with the Affiliating Agency and its policies prior to activation of student experiences;
2. Be responsible for planning student experiences in consultation with appropriate agency representatives;

3. Be responsible for supervising and/or coordinating student experiences to facilitate optimum client care, final evaluation of student performance is ultimately the responsibility of the instructor of record;
4. Assist with the orientation of agency personnel to the aims, objectives and educational methods of the EMT Program;
5. Be covered, and require students to be covered by limited professional liability and general liability insurance with minimum limits of \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate while assigned to the clinical areas of the Affiliating Agency;
6. Provide student orientation to and require compliance with standards of conduct and dress set by the Affiliating Agency;
7. Require students to have health screening and evaluations required by the Affiliating Agency prior to beginning in the facility;
8. Remove without notice any student from the clinical area for violation of the Affiliating Agency's policies, standards or procedures when such violations present a danger to patients, staff, visitors, or the premises;
9. Provide training to the student prior to assignment to the clinical area in the U.S. Occupational Safety and Health Administration (OSHA) guidelines on bloodborne pathogens and the use of standard precautions and the HIPAA privacy requirements;
10. Plan with agency representatives to evaluate the program as needed and,
11. If required by the Affiliating Agency conduct criminal background checks and/or drug screening on all students and verify negative status of Kentucky Board of Nursing Abuse check on all students prior to clinical date.

Affiliating Agency Responsibilities:

Affiliating Agency will:

1. Serve as a laboratory in which students may be assigned for educational purposes;
2. Provide staff time for planning with faculty for suitable student experiences;
3. Provide faculty orientation to the Agency's setting and its policies;
4. Retain full responsibility for the care of patients;
5. Provide personal protective equipment, e.g. gloves, masks, etc. to students to enable them to practice standard precautions and other safety procedures and
6. Render any necessary emergency care to students as is available onsite. Students are responsible for any cost incurred unless and until another party is found to be responsible.

Duration and Review

This Memorandum of Agreement shall be effective from the date of its execution and shall be reviewed annually. Subject to such revisions as are mutually agreeable at the time of annual review, the agreement is automatically renewable each year subject to termination by

either party. Either party may terminate the agreement at the end of any year (as measured from the date of the execution) upon written notice of at least ninety (90) days in advance.

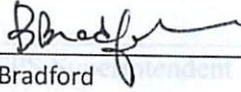
Students participating in a clinical affiliation and/or off campus educational experience at a facility at the time of notice of termination shall be given the opportunity to complete their educational experiences at the facility, such completion shall not exceed six months.

Lexington-Fayette Urban County Government

By: Linda Gorton, Mayor

Date: _____

Fayette County Public Schools



Dr. Bill Bradford
FCPS Assistant Superintendent

9-11-24
Date: _____

Southside Technical Center



By: Southside Technical Center Principal

9/12/24
Date: _____



RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS SOUTHSIDE TECHNICAL, TO ESTABLISH A STUDENT EMERGENCY MEDICAL TECHNICIAN PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools Southside Technical, to establish a student emergency medical technician program.

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

991-24:MRS: 4883-9136-2029, v. 1

RESOLUTION NO. 533 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH FAYETTE COUNTY PUBLIC SCHOOLS SOUTHSIDE TECHNICAL, TO ESTABLISH A STUDENT EMERGENCY MEDICAL TECHNICIAN PROGRAM.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Fayette County Public Schools Southside Technical, to establish a student emergency medical technician program.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

991-24:MRS: 4883-9136-2029, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0992-24

File ID: 0992-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/25/2024

File Name: West Hickman Hydro International Replacement

Final Action: 10/24/2024

Title: A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County Government, to purchase a replacement Eutek Headcell Grit Concentrator, for the West Hickman Waste Water Treatment Plant, from Hydro International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Hydro International related to the procurement, at a cost not to exceed \$189,840.24. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: Blue Sheet Memo, Hydro International HeadCell Grit Removal Equipment SOLE SOURCE CERTIFICATION August 2024, Hydro International Sole Source Letters and Quote for West Hickman WWTP 2024, 0992-24- Sole Source (Hydro International) 4879-6450-2769 v.1.docx, R-534-2024

Enactment Number: R-534-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | | | | Pass |

Text of Legislative File 0992-24

Title

A Resolution authorizing the Div. of Water Quality, on behalf of the Urban County

Government, to purchase a replacement Eutek Headcell Grit Concentrator, for the West Hickman Waste Water Treatment Plant, from Hydro International, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Hydro International related to the procurement, at a cost not to exceed \$189,840.24. [Div. of Water Quality, Martin]

Summary

Authorization to approve a sole source purchase for the replacement of the Eutek HeadCell™ Grit Concentrator at West Hickman WWTP from Hydro International at a cost not to exceed \$189,840.24. Funds are Budgeted. (L0992-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes Evan Thompson 9/25/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003 303401 3401 92711

This Fiscal Year Impact: \$189,840.24

Annual Impact: \$

Project: WHWWTP_RMP

Activity: CONSENT_DE

Budget Reference: 2024

Current Balance: \$4,557,020.06



TO: Mayor Linda Gorton
Urban County Council

FROM:

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

DATE: September 25, 2024

SUBJECT: Replacement of Eutek HeadCell™ Grit Concentrator at West Hickman WWTP

Request

The Division of Water Quality requests approval of a sole source purchase for the replacement of the Eutek HeadCell™ Grit Concentrator located at West Hickman WWTP (Wastewater Treatment Plant). The sole source vendor is Hydro International, and the cost of this equipment is \$189,840.24.

Purpose of Request

Grit removal is a fundamental component of the preliminary treatment process at West Hickman WWTP. In early 2024, the existing grit concentrator failed, and replacement is necessary. Hydro International is the Sole Source vendor for Eutek HeadCell™ grit concentrators and in-kind replacement of the failed unit is recommended to avoid the additional capital cost of replacing additional patented and proprietary preliminary treatment process equipment.

Project Cost in FY25

\$189,840.24

Are the funds budgeted?

Funds are budgeted in: 4003 303401 3401 92711 WHWWTP_RMP CONSENT_DE Bud Ref: 2024

Director/Commissioner

Martin/Albright





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.

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:

-



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.).

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.)

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



August 12, 2024

**To: Matthew Chancellor
West Hickman
WWTP645 West
Hickman Plant Road
NICHOLASVILLE, KY
40356 USA**

Re: HeadCell™ Equipment – West Hickman, KY

To whom it may concern,

The HeadCell™ unit(s) located at the above-mentioned plant are a product manufactured by Hydro International. This product contains patented and proprietary design features unique to Hydro International. Hydro International is the sole source provider of proprietary replacement equipment, associated parts and components for the HeadCell™ product.

Replacement equipment / parts must be obtained directly from Hydro.

Hydro International
2925 NE Aloclek Drive, Suite 140
Hillsboro, OR 97124
Ph (866) 615-8130 Toll Free
Fx (503) 615-2906

Or from through our authorized local representative:

Henry P. Thompson
8980 Technology Drive, Suite 102
Fishers, Indiana 46038
513-340-5283

If you have any questions or concerns, do not hesitate to contact me.

Regards,

Hydro International

Jean Rabago-Giardillo

Jean Rabago- Customer Service/Aftermarket Sales

©2024 Hydro International

Hydro International · 2925 NE Aloclek Suite 140 · Hillsboro, OR 97124
Tel: (866) 615-8130 · Fax: (503) 615-2906 hydro-int.com

Matthew Chancellor
West Hickman WWTP
645 West Hickman Plant Road
NICHOLASVILLE, KY 40356 USA



Re: Eutek HeadCell™, Eutek SlurryCup™, Eutek Grit Snail® & HydroSludgeScreen™ (*if applicable)

If any of our Products, The Eutek HeadCell™, TeaCup™, Eutek Grit Snail®, HydroSludgeScreen™ & Hydro GritCleanse™ units is/are located at the above-mentioned plant is/are products manufactured by Hydro International Wastewater Division. These products contain patented and proprietary design features unique to Hydro International.

Hydro International is the sole source provider of proprietary (Hydro-International, Intellectual Property), replacement parts and components for the Eutek HeadCell™, Eutek TeaCup™, Eutek Grit Snail® & Hydro GritCleanse™(if applicable) products.

Replacement parts must be obtained directly from Hydro International. Please notice some parts are not uniquely designed for Hydro-International equipment; therefore, these commons parts can be acquired directly from any Vendor, although, we recommend acquiring these parts from Hydro International and its affiliates.

Hydro International – Wastewater

2925 NE Alcock Drive, Suite 140
Hillsboro, OR 97124
Ph (866) 615-8130 Toll Free
Fx (503) 615-2906
jrabago@hydro-int.com

Jean Rabago

Jean Rabago-Giardillo

Customer Service/Aftermarket Sales

•

SALES QUOTE



Hydro Ref. 24_11_0319
 Quote Date 08/06/24

Sell To:

Matthew Chancellor
 West Hickman WWTP
 645 West Hickman Plant Road
 NICHOLASVILLE, KY 40356
 USA

Ship To:

West Hickman WWTP
 645 West Hickman Plant Road
 NICHOLASVILLE, KY 40356
 USA

Account No. CUS-001090

Quote No. SQU-002436

Quote Description 24_11_0319 West Hickman, HC

| No | Item No. | Description | Qty | Unit Price | Amount |
|----|----------|---|-----|----------------------------|-------------------|
| 1 | | Replacement 12'12 Tray HeadCell, 304SS, CCW, | 1 | 179,440.24 | 179,440.24 |
| 2 | | 150 micron, including: | | | |
| 3 | | Inlet Duct & Manifold | | | |
| 4 | | Male & Female Nozzles | | | |
| 5 | | 3 shipping stands (mild steel) | | | |
| 6 | | Not Included: Underflow components, fluidizing components | | | |
| 7 | | Freight to Customer | 1 | 10,400.00 | 10,400.00 |
| | | | | Total USD Excl. Tax | 189,840.24 |
| | | | | Tax Amount | 0.00 |
| | | | | Total USD Incl. Tax | 189,840.24 |

Quote valid for 30 days

Freight will be added at the time of final invoicing.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE A REPLACEMENT EUTEK HEADCELL GRIT CONCENTRATOR, FOR THE WEST HICKMAN WASTE WATER TREATMENT PLANT, FROM HYDRO INTERNATIONAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH HYDRO INTERNATIONAL RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$189,840.24.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase a replacement Eutek HeadCell Grit Concentrator for the West Hickman Waste Water Treatment Plant, from Hydro International, a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Hydro International related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$189,840.24, be and hereby is approved for payment to Hydro International, from account # 4003-303401-3401-92711, pursuant to the terms of the purchase requisition.

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

0992-24:EPT_4879-6450-2769, v. 1

RESOLUTION NO. 534 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO PURCHASE A REPLACEMENT EUTEK HEADCELL GRIT CONCENTRATOR, FOR THE WEST HICKMAN WASTE WATER TREATMENT PLANT, FROM HYDRO INTERNATIONAL, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH HYDRO INTERNATIONAL RELATED TO THE PROCUREMENT, AT A COST NOT TO EXCEED \$189,840.24.

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

Section 1 – That the Division of Water Quality, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to purchase a replacement Eutek HeadCell Grit Concentrator for the West Hickman Waste Water Treatment Plant, from Hydro International, a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Hydro International related to the procurement.

Section 2 – That an amount, not to exceed the sum of \$189,840.24, be and hereby is approved for payment to Hydro International, from account # 4003-303401-3401-92711, pursuant to the terms of the purchase requisition.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0992-24:EPT_4879-6450-2769, v. 1



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0994-24

File ID: 0994-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: Amendment to Resolution #629-2023 Floyd Drive

Final Action: 11/14/2024

Title: A Resolution amending Resolution No. 629-2023, authorizing the acceptance of deeds for property interests needed for the Floyd Dr. Trunk Sewer Project, increasing the cost of acquisition of easements by the sum of \$6,000, from \$51,000 to \$57,000. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: Blue Sheet Memo, Project Area Map - Floyd Drive Trunk Sewer (1), 0994-24- Amend property interests reso for Floyd Trunk Sewer 4867-2108-8753 v.1.docx, R-551-2024

Enactment Number: R-551-2024

Deed #:

Hearing Date:

Drafter: Christina King

Effective Date:

History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|----------|-----------------------------------|------------|---------------------------------|----------------------|------------|--------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 0994-24

Title

A Resolution amending Resolution No. 629-2023, authorizing the acceptance of deeds for property interests needed for the Floyd Dr. Trunk Sewer Project, increasing the cost of acquisition of easements by the sum of \$6,000, from \$51,000 to \$57,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Amendment to Resolution #629-2023 increasing the easement acquisition Budget by \$6,000.00 for the Floyd Drive Trunk Sewer Project from \$51,000.00 to

\$57,000.00. Funds are Budgeted. (L0994-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes: Evan Thompson - 9/26/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: \$6,000.00

Annual Impact: \$

Project: FLOYD_RMP_2022


Activity: CONSENT_DE

Budget Reference:

Current Balance: \$2,598,196.42



TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 25, 2024

SUBJECT: Amendment of Resolution No. 629-2023, Easement Acquisitions for the Floyd Drive Trunk Sewer Consent Decree Project (RMP No. NE-6)

Request

The purpose of this memorandum is to request amendment of Resolution No. 629-2023, increasing the easement acquisition budget by \$6,000.00 for the Floyd Drive Trunk Sewer Project from \$51,000.00 to \$57,000.00.

Purpose of Request

Resolution No. 629-2023 provided funding for the purchase of permanent and temporary easements necessary for the Floyd Drive Trunk Sewer project. This recommended increase to Resolution No. 629-2023 is the result of further negotiations with two relevant property owners and LFUCG.

Project Cost in FY25 and Future Budget Years

The cost to acquire the necessary easements will not exceed \$57,000.00.

Are Funds Budgeted

The funds are budgeted in the following account:

| <u>FUND</u> | <u>DEPT ID</u> | <u>SECT</u> | <u>ACCT</u> | <u>PROJECT</u> | <u>ACTIVITY</u> | <u>BUD REF</u> |
|-------------|----------------|-------------|-------------|----------------|-----------------|----------------|
| 4003 | 303408 | 3466 | 92811 | FLOYD_RMP_2022 | CONSENT_DE | 2022 |

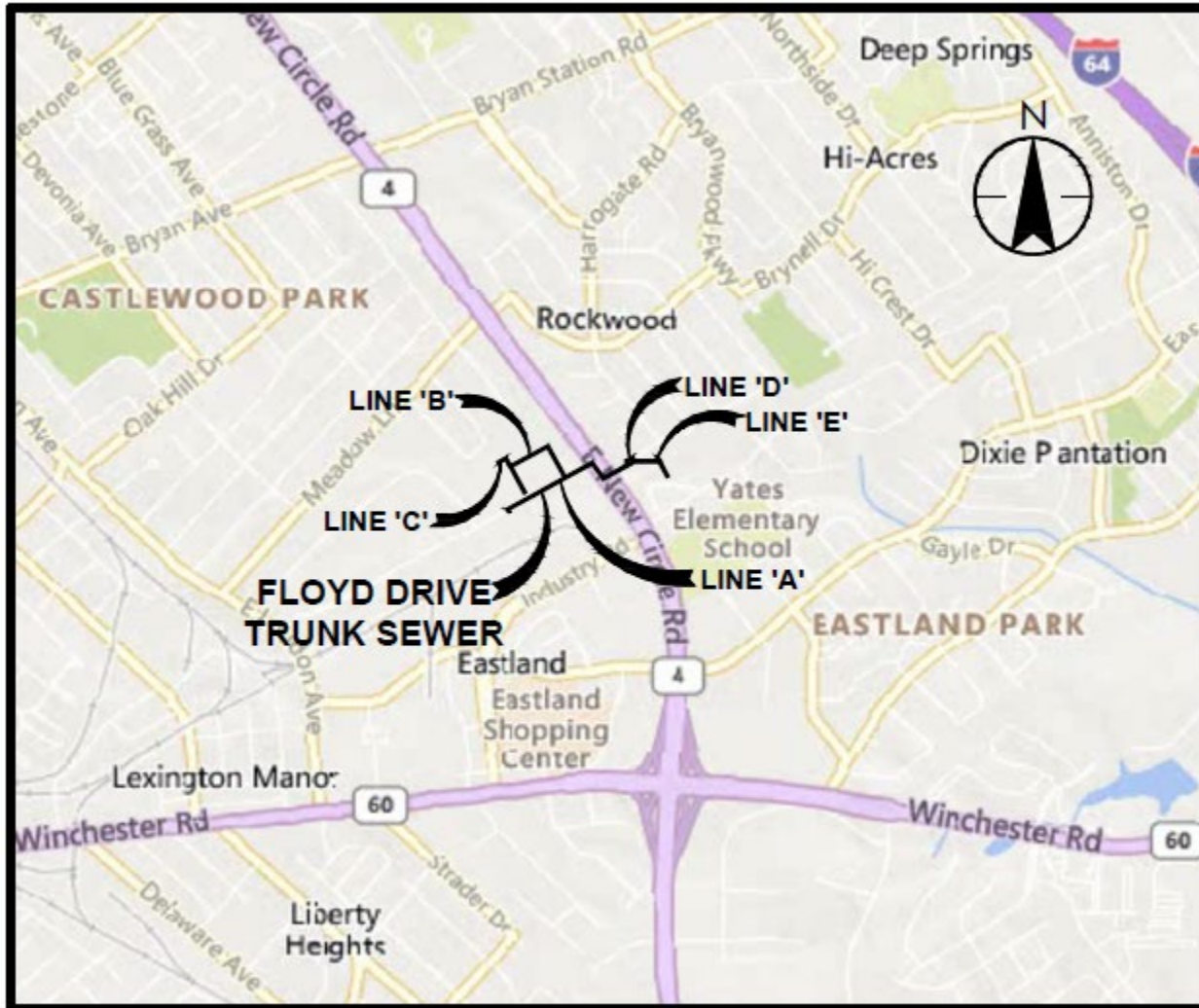
Director / Commissioner

Martin / Albright



Floyd Drive Trunk Sewer (RMP Project No. NE-6)

Project Location Map



VICINITY MAP

RESOLUTION NO. _____ - 2024

A RESOLUTION AMENDING RESOLUTION NO. 629-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE FLOYD DRIVE TRUNK SEWER PROJECT, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF \$6,000.00, FROM \$51,000.00 TO \$57,000.00.

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

Section 1 – That Section 1 of Resolution No. 629-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents and to accept deeds from owners of record, for property interests needed for the Floyd Drive Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$57,000.00.

Section 2 – That Section 2 of Resolution No. 629-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of \$57,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

0994-24:EPT_4867-2108-8753, v. 1

RESOLUTION NO. 551 - 2024

A RESOLUTION AMENDING RESOLUTION NO. 629-2023, AUTHORIZING THE ACCEPTANCE OF DEEDS FOR PROPERTY INTERESTS NEEDED FOR THE FLOYD DRIVE TRUNK SEWER PROJECT, INCREASING THE COST OF ACQUISITION OF EASEMENTS BY THE SUM OF \$6,000.00, FROM \$51,000.00 TO \$57,000.00.

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

Section 1 – That Section 1 of Resolution No. 629-2023 be and hereby is amended to read as follows:

That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute certificates of consideration and other necessary documents and to accept deeds from owners of record, for property interests needed for the Floyd Drive Trunk Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$57,000.00.

Section 2 – That Section 2 of Resolution No. 629-2023 be and hereby is amended to read as follows:

That an amount, not to exceed the sum of \$57,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, all from account # 4003-303408-3466-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0995-24

File ID: 0995-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: 250Lex Commission Agreements

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, or her designee, to execute any and all Agreements and other necessary documents related to the celebration of Lexington's 250th Anniversary, the final form of which shall be subject to approval in form and content by the 250Lex Commission, the Office of the Mayor, the Div. of Procurement, and the Dept. of Law, with all the associated costs and expenses to be paid directly by the Blue Grass Community Foundation. [Mayor's Office, Scott]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: bluesheet - 250Lex agreement - final, RESO 0995-24 (250 Lex Agreements) 4876-8684-8227 v.2.docx, R-535-2024

Enactment Number: R-535-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | | | | Pass |

Text of Legislative File 0995-24

Title

A Resolution authorizing the Mayor, or her designee, to execute any and all Agreements and other necessary documents related to the celebration of Lexington's 250th Anniversary, the final form of which shall be subject to approval in form and content by the 250Lex

Commission, the Office of the Mayor, the Div. of Procurement, and the Dept. of Law, with all the associated costs and expenses to be paid directly by the Blue Grass Community Foundation. [Mayor's Office, Scott]

Summary

Authorization to execute any future Contracts, Agreements or other documents pertaining to the 250Lex celebration. Funds to be used for any 250Lex Contracts, Agreements or other documents are held by the Blue Grass Community Foundation, not by LFUCG. No cost to LFUCG. (L0995-24) (Scott)

Budgetary Implications [select]: No

Advance Document Review:

Law: { Select Yes, Completed by [Ashleigh Bailey, 9/26/24]}

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:



Lexington-Fayette Urban County Government

OFFICE OF THE MAYOR

Linda Gorton
Mayor

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: Tyler Scott, Chief of Staff
Office of the Mayor

DATE: September 26, 2024

SUBJECT: 250Lex Commission Agreements

Request: Requesting approval for the Mayor, or her designee, to sign any future contracts, agreements or other documents pertaining to the 250Lex celebration. Funds to be used for any 250Lex contracts, agreements or other documents are held by Blue Grass Community Foundation, not by LFUCG. No cost to LFUCG.

Purpose of Request: Approval of this resolution will allow 250Lex Commission to move forward in a much more efficient and timely manner given that the funding will not be provided by LFUCG.

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

Are the funds budgeted? N/A

File Number: 0995-24

Director/Commissioner: Tyler Scott, Chief of Staff

4867-3266-6089, v. 1



FOLLOW MAYOR GORTON IN THE HORSE CAPITAL OF THE WORLD
www.facebook.com/MayorGorton | www.X.com/MayorGorton | www.instagram.com/MayorGorton
200 East Main Street | Lexington, KY 40507 | (859) 425-2255 | www.lexingtonky.gov



RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER NECESSARY DOCUMENTS RELATED TO THE CELEBRATION OF LEXINGTON'S 250TH ANNIVERSARY, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO APPROVAL IN FORM AND CONTENT BY THE 250LEX COMMISSION, THE OFFICE OF THE MAYOR, THE DIVISION OF PROCUREMENT, AND THE DEPARTMENT OF LAW, WITH ALL THE ASSOCIATED COSTS AND EXPENSES TO BE PAID DIRECTLY BY THE BLUE GRASS COMMUNITY FOUNDATION.

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

Section 1 - That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any and all agreements and other necessary documents related to the celebration of Lexington's 250th Anniversary, the final form of which shall be subject to approval in form and content by the 250Lex Commission, the Office of the Mayor, the Division of Procurement, and the Department of Law, with all of the associated costs and expenses to be paid directly by the Bluegrass Community Foundation.

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

0995-24:ANB:4876-8684-8227, v. 2

RESOLUTION NO. 535 -2024

A RESOLUTION AUTHORIZING THE MAYOR, OR HER DESIGNEE, TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER NECESSARY DOCUMENTS RELATED TO THE CELEBRATION OF LEXINGTON'S 250TH ANNIVERSARY, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO APPROVAL IN FORM AND CONTENT BY THE 250LEX COMMISSION, THE OFFICE OF THE MAYOR, THE DIVISION OF PROCUREMENT, AND THE DEPARTMENT OF LAW, WITH ALL THE ASSOCIATED COSTS AND EXPENSES TO BE PAID DIRECTLY BY THE BLUE GRASS COMMUNITY FOUNDATION.

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

Section 1 - That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any and all agreements and other necessary documents related to the celebration of Lexington's 250th Anniversary, the final form of which shall be subject to approval in form and content by the 250Lex Commission, the Office of the Mayor, the Division of Procurement, and the Department of Law, with all of the associated costs and expenses to be paid directly by the Bluegrass Community Foundation.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL
0995-24:ANB:4876-8684-8227, v. 2



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0996-24

File ID: 0996-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/26/2024

File Name: Acquisition of 139 Elam Park

Final Action: 11/14/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds for property interests located at 139 Elam Park, needed for the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$10,000. [Div. of Water Quality, Martin]

Notes: 139 Elam Park RAF in the CCO. 4/9/2025. M S

Sponsors:

Enactment Date: 11/14/2024

Attachments: Blue Sheet, Project Area Map - Wolf Run Main Trunk G, Site Location - 139 Elam Park (WR-G), 0996-24-139 Elam Park acquisition 4868-9856-0497 v.1.docx, R-552-2024, Deed #8613

Enactment Number: R-552-2024

Deed #: 8613

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 0996-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Certificates of Consideration and other necessary documents, and to accept deeds for property interests located at 139 Elam Park, needed for the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$10,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve a Fee Simple Property Acquisition of 139 Elam Park for the Wolf Run Main Trunk G Sewer Project in the amount of \$10,000.00. Funds are Budgeted.

(L0996-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes: Evan Thompson 9/26/24

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: \$10,000.00

Annual Impact: \$

Project: WRTRUNKFG_2021


Activity: CONSENT_DE

Budget Reference: 2021

Current Balance: \$6,426,042.85



TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 25, 2024

SUBJECT: Fee Simple Property Acquisition of 139 Elam Park for the Wolf Run Main Trunk G Sewer - Consent Decree Project (RMP No. WR-7)

Request

The purpose of this memorandum is to request a resolution authorizing the fee simple property acquisition of 139 Elam Park needed for the construction of the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the Consent Decree. The cost of this acquisition is \$10,000.00 excluding agreed closing costs and recording fees to be paid by LFUCG. Purchase price is based upon the current fair cash value as assessed by the Fayette County Kentucky Property Valuation Administrator.

Purpose of Request

The requested resolution will provide funds for the acquisition of 139 Elam Park. Acquisition of this parcel will allow construction of sanitary sewer improvements on the property.

Project Cost in FY25 and Future Budget Years

The cost for FY25 is \$10,000.00.

The cost for future fiscal year maintenance is the ongoing maintenance of vacant lots, including mowing, that will be budgeted annually.

Are Funds Budgeted

The funds are budgeted in 4003 303408 3466 92811 WRTRUNKFG_2021 CONSENT_DE (BR 2021)

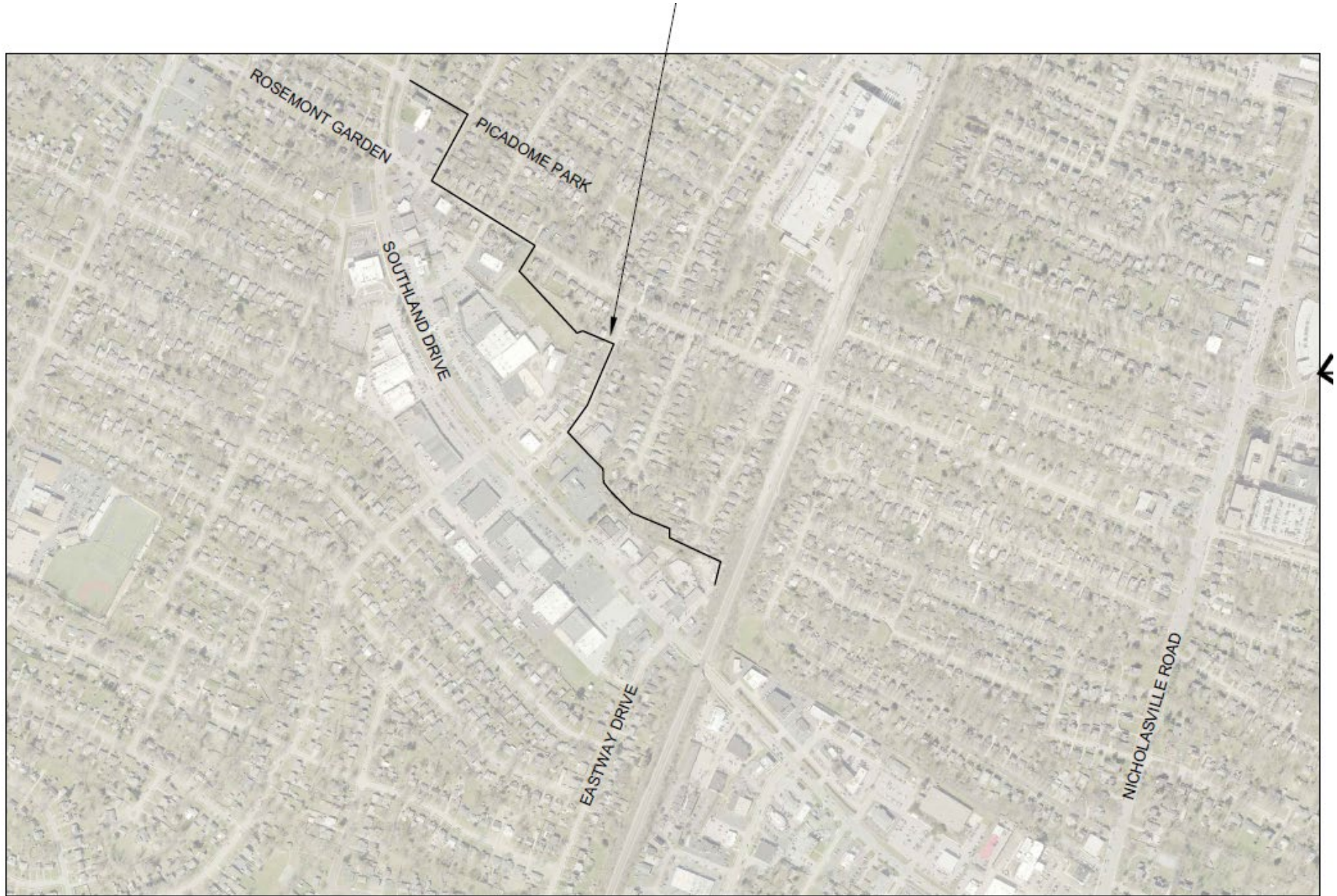
Director / Commissioner

Martin / Albright



Wolf Run Main Trunk G (RMP Project No. WR-7)

Project Location Map



VICINITY MAP

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FOR PROPERTY INTERESTS LOCATED AT 139 ELAM PARK, NEEDED FOR THE WOLF RUN MAIN TRUNK G SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, AT A COST NOT TO EXCEED \$10,000.00.

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record for property interests located at 139 Elam Park, needed for the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$10,000.00.

Section 2 – That an amount, not to exceed the sum of \$10,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, from account # 4003-303408-3466-92811, at the time of closing.

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

0996-24:EPT_4868-9856-0497, v. 1

RESOLUTION NO. 552 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CERTIFICATES OF CONSIDERATION AND OTHER NECESSARY DOCUMENTS, AND TO ACCEPT DEEDS FOR PROPERTY INTERESTS LOCATED AT 139 ELAM PARK, NEEDED FOR THE WOLF RUN MAIN TRUNK G SEWER PROJECT, A REMEDIAL MEASURES PROJECT REQUIRED BY THE CONSENT DECREE, AT A COST NOT TO EXCEED \$10,000.00.

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 certificates of consideration and other necessary documents, and to accept deeds from owners of record for property interests located at 139 Elam Park, needed for the Wolf Run Main Trunk G Sewer Project, a Remedial Measures Project required by the Consent Decree, at a cost not to exceed \$10,000.00.

Section 2 – That an amount, not to exceed the sum of \$10,000.00, be and hereby is approved for payment to property owners, plus usual and appropriate closing costs, from account # 4003-303408-3466-92811, at the time of closing.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



GENERAL WARRANTY DEED

This **GENERAL WARRANTY DEED** is made and entered into this 12TH day of DECEMBER, 2024, by and between **SYNERGY V, LLC**, a Kentucky limited liability company, 656 Bizzell Drive, Lexington, Kentucky 40510 (“Grantor”) and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507 (“Grantee”); the Grantee’s address is the mailing and tax in-care-of address for the current tax year.

WITNESSETH:

That for and in consideration of payment of the sum of **TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00)**, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, in fee simple, its successors and assigns forever, all the following described property located in Fayette County, Kentucky, and more fully described as follows, to-wit:

WOLF RUN TRUNK G
SEWER IMPROVEMENT PROJECT
139 ELAM PARK

A tract or parcel of land situated at the southwestern end of the Elam Park and North of Southland Drive in Lexington, Fayette County, Kentucky, and more fully described and bounded as follows, to-wit:

BEGINNING AT A POINT, center of Elam Park a distance of 1,008.1 feet from the center of Rosemont Garden; thence S 21°47' W, a distance of 29 feet; thence N 69°26' W, a distance of 243.00 feet; thence N 19°36' E, a distance of 70.27 feet; thence S 70°10' E, a distance of 80.43 feet; thence S 20°04' W, a distance of 44.41 feet; thence S 70°11' E, a distance of 163.94 feet to the **TRUE POINT OF BEGINNING**, and containing 0.235 Acres (10,245 sq. ft.); and,

Being the same property conveyed to Synergy V, LLC, a Kentucky limited liability company, by deed dated September 9, 2021, of record in Deed Book 3884, Page 264, in the Fayette County Clerk's Office.

TO HAVE AND TO HOLD the above-described property together with all rights, appurtenances, and improvements thereunto belonging unto the Grantee, its successors and assigns, forever, in fee simple.

AND the Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of its right, title and interest in and to the above described property, including all exemptions allowed by law, and does hereby covenant to and with said Grantee, its successors and assigns forever, that it is lawfully seized in fee simple of said property and has a good and perfect right to sell and convey the same as herein done, that said property is free and clear of all encumbrances of whatsoever nature, except as provided herein, and with said exceptions, Grantor will **WARRANT GENERALLY** the title thereto.

PROVIDED, HOWEVER, this conveyance is made subject to any and all restrictions and/or conditions that may appear of record affecting said property hereinabove described.

CONSIDERATION CERTIFICATE

The parties do hereby certify pursuant to KRS 382.135 that the consideration stated herein is the full actual consideration paid for the property transferred herein and that the estimated fair cash value of the property conveyed is \$10,000.00. Grantee

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing consideration certificate was subscribed, sworn to and acknowledged before me, by Linda Gorton, as Mayor of the Lexington-Fayette Urban County Government, for and on behalf of the Government, on this 12th day of December, 2024.

Cynthia A. Cannon-Ferguson
Notary Public, Kentucky, State-at-Large

My Commission Expires: 2 / 26 / 2025

Notary ID # KYNP 21866



PREPARED BY:

[Signature]

EVAN P. THOMPSON,
Attorney Sr.
Lexington-Fayette Urban
County Government
Department of Law
200 East Main Street, 11th Floor
Lexington, Kentucky 40507
(859) 258-3500



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1000-24

File ID: 1000-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 312-2024

In Control: Urban County Council

File Created: 09/27/2024

File Name: 25-0016 The National POST

Final Action: 11/14/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$9,500. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. Returned to Alana via mail 11/14/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: Bluesheet Memo 25-0016, Test Security Agreement, RESO 1000-24 Agreement with Stanard & Associations for Police Officer Selection Test 4861-7752-2668 v.1.docx, R-553-2024, Contract #312-2024

Enactment Number: R-553-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-----------------------------------|------------|---------------------------------|----------------------|------------|-----------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1000-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Stanard & Associates, Inc., for the Police Officer Selection Test for LFUCG Police Recruit candidates, at a cost not to exceed \$9,500. [Div. of Human Resources, George]

Summary

Authorization to execute a test licensing Agreement with Stanard and Associates, Inc. to administer their Police Officer Selection Test (POST) for Police Recruit candidates at a cost not to exceed \$9,500. Funds are Budgeted in the div.'s Professional Services/Police account. (L1000-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Craves 9/27/24

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101-160502-1821-71299

This Fiscal Year Impact: \$9,500

Annual Impact: \$

Project:

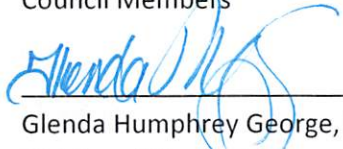
Activity:

Budget Reference:

Current Balance: \$95,064.75

M E M O R A N D U M

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 26, 2024

SUBJECT: Purchase and Test Security Agreement – Stanard & Associates

Request:

The attached action authorizes a test licensing agreement between Stanard and Associates, Inc. and the Lexington-Fayette Urban County Government in order to administer their Police Officer Selection Test (POST) for police recruit candidates.

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

The cost is not to exceed \$9,500 and will be funded from the division’s Professional Services/Police account (1101-160502-1821-71299).

File Number: 1000-24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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



The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

Print Name and Title

Name of Agency/Organization

Signature

Date

Address

Phone

Email

City/State/Zip

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$9,500.00.

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 the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police offer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$9,500.00.

Section 2 – That an amount, not to exceed the sum of \$9,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1000-24:MSC:4861-7752-2668, v. 1

RESOLUTION NO. 553 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH STANARD & ASSOCIATES, INC., FOR THE POLICE OFFICER SELECTION TEST FOR LFUCG POLICE RECRUIT CANDIDATES, AT A COST NOT TO EXCEED \$9,500.00.

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 the Agreement, which is attached hereto and incorporated herein by reference, with Stanard & Associates, Inc., for police offer selection tests for LFUCG police recruit candidates, at a cost not to exceed \$9,500.00.

Section 2 – That an amount, not to exceed the sum of \$9,500.00, be and hereby is approved for payment to Stanard & Associates, Inc., from account # 1101 – 160502 – 71299, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL

The National Police Officer Selection Test (POST) Purchase and Test Security Agreement

- ✓ The National Police Officer Selection Test (POST, hereafter) will be kept in locked files.
- ✓ This agreement applies to users of the POST and POST-related materials, including public safety agencies, employment agencies, or other entities that use the POST to guide personnel decisions.
- ✓ Access to the POST will be by authorized personnel only.
- ✓ POST materials cannot be reproduced for any purpose.
- ✓ POST will not be supplied to anyone for advance study or after the examination period.
- ✓ This purchase agreement can only be modified with written approval by Stanard & Associates, Inc. (S&A).

Payment

For tests scored by S&A, full payment is due upon delivery of hard copy test results and invoice. Agency-scored POST users will be invoiced approximately two weeks after test date. Full payment is due upon receipt of invoice. **Your Agency will be invoiced by the Kentucky Association of Chiefs of Police. Please direct invoicing-related inquires to your Association contact person.**

Returns

To avoid being invoiced for all test booklets ordered, all unused agency-scored tests must be returned within 14 days of the test date. If the user chooses to have S&A score the tests, the user is required to return all used and unused test booklets to S&A within 14 days of the test date.

Shipping

All test materials must be packaged securely for shipping and a carrier with electronic tracking capabilities must be used (e.g., UPS or Federal Express.) If materials are returned damaged because of improper packing or are lost in transit, the user is solely responsible for all damaged or missing booklets.

Copyright and Test Security

No agency, licensee or end user of the POST or POST guides is authorized to publish, reproduce, or adapt these materials for any purpose or by any means, including photoduplication. Duplication of testing materials is strictly prohibited. Should any POST materials become involved in legal proceedings, the user (1) will inform all parties to the legal proceedings of the terms of this agreement and all confidentiality provisions, (2) will immediately notify S&A in writing of the legal proceedings, and (3) will obtain an enforceable protective order to protect and secure the confidentiality of the POST test and POST-related materials and to limit and restrict disclosure to the fullest extent permitted by the court and court rules.

Use of the Test

POST materials received from S&A will be used only for the official purpose of the named user. Under no circumstances will POST materials be available for study, copying, photographing, reproduction or re-publication, in whole or in part. Only authorized persons will have access to test materials, and test materials will not be loaned, given, sold or otherwise made available to any unauthorized person. It is the user agency's responsibility to ensure that the hiring process, and all uses and applications of this exam, including cutoff scores, complies with all applicable laws, regulations and professional guidelines for employee selection. While S&A has completed a nationwide job analysis study demonstrating the job-relatedness of the POST for its intended use, it is the exclusive responsibility of the user to obtain sufficient evidence that the skills measured by the POST are valid job requirements.

Limitation of Liability

In no event will S&A be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement or purchase or use of POST products. The user agrees that S&A is not responsible for any liability or expense incurred by the user arising out of any claim asserted by any third party that relates to use of POST test materials. S&A's total liability to the user of POST test materials is limited to the user's total purchase price paid for the POST test materials.

Authorized Signatory

The person signing this agreement on behalf of the user agency has the full authority to enter into this agreement on behalf of the user and is authorized to bind the user to the terms of this agreement. S&A reserves the right to require the signature on this agreement of any other officer, employee or agent of the user agency who is now, or later becomes, responsible for test administration.

Termination

S&A and the Kentucky Association of Chiefs of Police have the right to terminate this agreement and withhold or recall POST materials if terms and conditions of this agreement are believed to have been violated.

To maintain the reliability and validity of the POST, the individual who signs this agreement accepts, on behalf of the agency, to comply with the terms and conditions of the purchase and security agreement.

| | | | |
|---|-------------------------|--|--|
| <u>Linda Gorton</u> Print Name and Title | | <u>Lexington Fayette Urban Co. Government</u> Name of Agency/Organization | |
| <u>Linda Gorton</u> Signature | <u>11/25/24</u> Date | <u>200 East Main St</u> Address | |
| _____ Phone | _____ Email | <u>Lexington Ky 40507</u> City/State/Zip | |





Commonwealth of Kentucky

CONTRACT

| | | | | |
|---------------------------------|---|-----|------------|-------------------|
| Document Number: | PON2 | 500 | 2500001392 | Version: 1 |
| Record Date: | | | | |
| Document Description: | Lexington Fayette Urban Co. Government - VAWA - GMD | | | |
| Cited Authority: | FAP111-44-00 Memorandum of Agreement | | | |
| Reason for Modification: | | | | |

| | |
|------------------------|----------------------------|
| Issuer Contact: | |
| Name: | Felicia Biggerstaff |
| Phone: | 502-564-8239 |
| E-mail: | Felicia.Biggerstaff@ky.gov |

| | | |
|--|-----------------------|--------------------------|
| Vendor Name: | Vendor No. | KY0033801 |
| LEXINGTON FAYETTE URBAN CO GOVERNMENT | Vendor Contact | |
| | Name: | Chad Hancock |
| 200 EAST MAIN STREET | Phone: | 8592583313 |
| LEXINGTON KY 40507 | E-mail: | chancock@lexingtonky.gov |

Effective From: 2025-01-01 **Effective To:** 2025-12-31

| Line Item | Delivery Date | Quantity | Unit | Description | Unit Price | Contract Amount | Total Price |
|-----------|---------------|----------|------|---|------------|-----------------|-------------|
| 1 | | 0.00000 | | Lexington Fayette Urban Co. Government - VAWA - GMD | \$0.000000 | \$50,000.00 | \$50,000.00 |

Extended Description:

Provide federal grant funding to a program that supports one or more of the 24 Federal Program Purpose Areas as defined by 34 U.S.C. 10441(b).

| Shipping Information: | Billing Information: |
|---|---|
| Justice Administration 125 Holmes St State Office Building Annex, 1st Floor Frankfort KY 40601 | Justice Administration 125 Holmes St State Office Building Annex, 2nd Floor Frankfort KY 40601 |

| | |
|------------------------------|--------------------|
| TOTAL CONTRACT AMOUNT | \$50,000.00 |
|------------------------------|--------------------|

| | | | |
|------------|----------------|---|-----------------|
| | Document Phase | Document Description | Page 2 |
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (“Contract”) is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of the Secretary, Grants Management Division (“the Commonwealth”) and LEXINGTON FAYETTE URBAN CO GOVERNMENT (“the Contractor”) to establish an agreement for the provision of grant funds to enhance the capacity of local communities to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women and to develop and strengthen victim services in cases involving violent crimes against women. This Contract is effective from January 1, 2025, through December 31, 2025.

Definitions:

For the purposes of this Contract, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “Contract” shall mean this subaward provided by the Commonwealth to a subrecipient for the subrecipient to carry out part of a Federal award received by the Commonwealth, which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. “Contractor” shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
 - a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from the Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. “Grants Director” shall mean the Director of the Grants Management Division, Justice and Public Safety Cabinet, or a written designee.
4. “Grants Management Division” and “GMD” shall mean the Grants Management Division, Justice and Public Safety Cabinet.
5. “Intelligrants”, “IG” and “IGX” shall mean the Grants Management Division enterprise information technology system of record for grants management.
6. “State Administering Agency” shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.
7. “Technical Assistance” shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
 - a. Program technical assistance related to the methods of carrying out the program.
 - b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. “VAWA” shall mean the Violence Against Women Act and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under Violence Against Women Act (VAWA) STOP Formula Grants Program federal awards received by the Kentucky Justice and Public Safety Cabinet (JPSC) from the United States Department of Justice (USDOJ) Office on Violence Against Women (OVW). The general purpose of the STOP Formula Grants Program is to assist states, state and local courts (including juvenile courts), Indian Tribal governments, tribal courts, and units of local government to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women for the protection and safety of victims, and to develop and strengthen victim services in cases involving crimes against women. State agencies, local units of government and private not-for-profit organizations may apply for these funds. Funds are typically awarded through a competitive process. The Kentucky JPSC awarding official for this Contract is the JPSC Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

| | Document Phase | Document Description | Page 3 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

The primary objective of the project is to develop and strengthen effective law enforcement, prosecution, judicial strategies, and victim services throughout Kentucky in cases of domestic violence, sexual assault, stalking and/or dating violence involving victims 11 years of age and older.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 28 C.F.R. § 94 and 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
5. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule or in response to an emergent issue.
6. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
6. Maintain a copy of site visit results and other documents related to Contractor compliance.
7. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
8. Complete all federal reporting required as the recipient of VAWA funds. This reporting includes, but is not limited to:
 - a. Completing reporting required by the Federal Funding Accountability and Transparency Act (FFATA);
 - b. Distributing the annual OVW required programmatic reporting form to all Contractors, collecting completed forms and verifying proper completion, and timely submitting the forms to OVW or its designee;
 - c. Annual VAWA programmatic reporting; and
 - d. Federal financial reporting.
9. Reimburse the Contractor in accordance with the pricing section within this Contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, VAWA-2024-Lexingto-00013 using funds only for the purposes outlined therein and in this Contract and in accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.
2. Provide a program that supports one or more of the 19 Federal Program Purpose Areas as defined by 34 U.S.C. § 10441(b).
 - a. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, (including the crimes of domestic violence, dating violence, sexual assault, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15)).
 - b. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.

| | | | |
|------------|----------------|---|-----------------|
| | Document Phase | Document Description | Page 4 |
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- c. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking, as well as the appropriate treatment of victims including implementation of the grant conditions in section 40002(b) of the Violence Against Women Act of 1994 (34 U.S.C. 12291(b)).
- d. Developing, enlarging, or strengthening victim services and legal assistance programs, including domestic violence, dating violence, sexual assault, and stalking programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of domestic violence, dating violence, sexual assault, and stalking.
- e. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim services agencies, and other state agencies and departments, to violent crimes against women, including the crimes of domestic violence, dating violence, sexual assault, and stalking.
- f. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
- g. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of individuals 50 years of age and over, individuals with disabilities, and Deaf individuals who are victims of domestic violence, dating violence, sexual assault, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, legal assistance and other victim services to such individuals.
- h. Providing assistance to victims of domestic violence and sexual assault in immigration matters.
- i. Maintaining core victim services and criminal justice initiatives, while supporting complementary new initiatives and emergency services for victims and their families, including rehabilitative work with offenders.
- j. Developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.
- k. Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
- l. Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
- m. Developing, enlarging, or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings.
- n. Identifying and conducting inventories of backlogs of sexual assault evidence collection kits and developing protocols and policies for responding to and addressing such backlogs, including protocols and policies for notifying and involving victims.
- o. Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of domestic violence, dating violence, sexual assault, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 of the United States Code.
- p. Developing, enhancing, or strengthening prevention and educational programming to address domestic violence, dating violence, sexual assault, stalking, or female genital mutilation or cutting, with not more than 5 percent of the amount allocated to a state to be used for this purpose.
- q. Developing, enhancing, or strengthening programs and projects to improve evidence collection methods for victims of domestic violence, dating violence, sexual assault, or stalking, including through funding for technology that better detects bruising and injuries across skin tones and related training.
- r. Developing, enlarging, or strengthening culturally specific victim services programs to provide culturally specific victim services and responses to female genital mutilation or cutting.

| | Document Phase | Document Description | Page 5 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- s. Paying any fees charged by any governmental authority for furnishing a victim or the child of a victim with any of the following documents: (A) A birth certificate or passport of the individual as required by law. (B) An identification card issued to the individual by a State or Tribe, that shows that the individual is a resident of the State or a member of the Tribe.
3. Provide all required financial and programmatic documentation, as detailed in Grants Management Division Terms and Conditions below, to allow the Commonwealth to complete all required federal reporting.
 4. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this contract are reasonable and in keeping with the purposes set out in the Contract.
 5. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined the Contractor used the funds for an unallowable cost or unreasonably and not in keeping with the scope of work set out in this Contract.

Pricing:

1. The total Contract amount is \$50,000. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
2. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice approved by the Commonwealth.
3. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
4. Reimbursement of allowable travel expenses shall comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
5. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
6. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this Contract. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this Contract.

VAWA Standard Terms and Conditions

1. The Contractor at any tier shall comply with applicable portions of the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90. The terms and conditions of this Contract are material requirements of the Contract. Compliance with any assurances or certifications submitted by the Contractor that relate to conduct during the period of performance also is a material requirement of this Contract. By signing and accepting this Contract on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these Contract requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the project period -- may result in the Grants Management Division ("GMD") and/or OVW taking appropriate action with respect to the Contractor and the Contract. Among other things, the GMD or OVW may withhold award funds, disallow costs, or suspend or terminate the Contract. DOJ, including OVW, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or the GMD related to this Contract (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any

| | Document Phase | Document Description | Page 6 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- provision of a requirement of this Contract be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable; such provision shall be deemed severable from this Contract.
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this Contract. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards, subawards, and Contracts ("subgrants"), see the OJP website: <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: The duration of time which the Contractor at any tier shall retain records pertinent to the Contract is 6 ½ years from the date the Contract is officially closed. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6 ½ year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 6 ½ year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event a Contract-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact GMD promptly for clarification.
 3. The Contractor at any tier shall comply with the current edition of the DOJ Grants Financial Guide as posted on the DOJ website, including any updated version that may be posted during the period of performance.
 4. A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, should do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the VAWA Application in Intelligrants 10.0 (IGX). When electing to use the "de minimis" indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor shall comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.
 5. If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this Contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Contract. If so, the Contractor shall promptly notify GMD in writing of the potential duplication, and, if so requested by GMD, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.
 6. The Contractor at any tier shall comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM). Copy and paste the following URL to get to the SAM site: <http://sam.gov/SAM/>. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to GMD. Contracts shall not be approved or funds reimbursed to programs that have not provided a SAM UEI to GMD. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.
 7. The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to GMD no later than 12 hours of an occurrence of an actual breach, or the detection of an imminent breach.
 8. The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor. The details of the Contractor obligations related to prohibited conduct related

| | Document Phase | Document Description | Page 7 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

9. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this Contract if it is indicated in the Contract that a purpose of some or all of the activities to be carried out under the Contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.
10. The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ or OVW guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/or beverages at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this Contract appears in the [DOJ Grants Financial Guide](#) and on the OVW website at <https://www.justice.gov/ovw/conference-planning>.
11. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under the Contract. The data shall be provided to GMD in a manner (including within the timeframes) specified by GMD. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
12. The Contractor shall adhere to the [OVW Training Guide Principles for Grantees and Subgrantees](#) when developing or delivering any training or training materials generated under this Contract.
13. The Contractor at any tier shall comply with all applicable requirements of [28 C.F.R. Part 38](#). Among other things, [28 C.F.R. Part 38](#) includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities.
14. The Contractor at any tier shall comply with all applicable requirements of [28 C.F.R. Part 42](#), specifically including any applicable requirements in [Subpart E of 28 C.F.R. Part 42](#) that relates to an equal employment opportunity program.
15. The Contractor at any tier shall comply with all applicable requirements of [28 C.F.R. Part 54](#), which relates to nondiscrimination on the basis of sex in certain "education programs."
16. The Contractor at any tier shall comply with, and is subject to, all applicable provisions of [41 U.S.C. 4712](#), including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under [41 U.S.C. 4712](#). Should a question arise as to the applicability of the provisions of [41 U.S.C. 4712](#) to this Contract, the Contractor is to contact GMD for guidance.
17. In general, as a matter of federal law, this Contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government in order to avoid violation of [18 U.S.C. 1913](#). The Contractor may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in [34 U.S.C. 12291\(a\)](#)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits this federal Contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of

| | | | |
|------------|----------------|---|-----------------|
| | Document Phase | Document Description | Page 8 |
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

them) with respect to the awarding of a federal grant or cooperative agreement, Contract "subgrant", subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact GMD for guidance. The Contractor may not proceed without the express prior written approval of GMD.

18. The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact GMD for guidance, and may not proceed without the express prior written approval of GMD.
19. The Contractor at any tier must refer to GMD, and the Department of Justice (DOJ), Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to GMD through the Justice Listens contact page accessible at <https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx>, and to OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at <https://oig.justice.gov/hotline>.
20. No Contractor at any tier under this Contract, or entity that receives a procurement contract or subcontract with any funds under this Contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or GMD, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.
 - a. In accepting this award, the Contractor--
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of federal Contract funds, shall provide prompt written notification to GMD and OVC, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVC.
 - b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--
 - i. it represents that--
 1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract

| | Document Phase | Document Description | Page 9 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any contractor or subcontractor entity that receives funds under this Contract is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of Contract funds to or by that entity, shall provide prompt written notification to GMD and OVW, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by GMD and OVW.
21. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the Contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 22. The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the U.S. Department of Justice, the Office on Violence Against Women (OVW), the Kentucky Auditor of Public Accounts (APA), or the Office of the Chief Financial Officer (OCFO) and its representatives, access to and the right to examine all records, books, paper, or electronic documents related to the Contract.
 23. The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.
 24. The Contractor at any tier shall not exclude, deny benefits to, or discriminate against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The Contractor at any tier may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Contractor at any tier provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming.
 25. The Contractor at any tier shall comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The Contractor at any tier shall also apply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The Contractor shall maintain this condition when collaborating with or providing information to public officials and agencies to develop and implement policies and develop and promote legislation or model codes to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking.
 26. The Contractor at any tier shall not use grant funds to support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

| | Document Phase | Document Description | Page 10 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

27. The Contractor at any tier must have a policy or issue a policy within 270 days of the contract date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/subaward-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.
28. The Contractor at any tier must obtain advance written approval from GMD and from the OVW program manager assigned to the federal award from which Contract funds are derived, and must comply with all conditions specified by GMD and the OVW program manager in connection with that approval, before: 1) using Contract funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed using Contract funds. The Contractor at any tier understands and agrees that OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.
29. The Contractor at any tier using Contract funds for prosecution activities shall comply with the statutory certification requirement of 34 U.S.C. 10454 (regarding victim-centered prosecution). The Contractor shall also provide the Commonwealth with a timeline for timely completion of the requirements and, upon request, other documentation of progress. Non-compliance with any of the foregoing may also result in termination or suspension of the Contract or other remedial measures, in accordance with applicable laws and regulations.
30. The Contractor shall comply with the following legal assistance eligibility requirements for all legal assistance activities using Contract funds: (1) any person providing legal assistance through a program funded under this Contract (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii)(I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance using Contract funds has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the Contractor's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.
31. The Contractor shall provide no less than 25 percent matching funds unless the Contractor is a qualifying victim service provider as defined by 34 U.S.C. §12291(a)(50) or requests and is granted a waiver or partial waiver by GMD.
32. Contractor shall ensure that all VAWA funded staff, including those applied as match, complete twelve (12) hours of related training during the grant award period including:
 - a. At least two (2) hours of training in the area of meaningful access covering one or more of the following training topics:
 - i. providing culturally competent and/or accessible services,
 - ii. providing anti-oppressive,
 - iii. anti-racist services and/or
 - iv. a related topic.
 - b. At least one (1) hour of training in the area of domestic violence risk assessment and reduction, lethality or a related topic.

| | Document Phase | Document Description | Page 11 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

Training may be in-person, online or virtual. Completed training shall be documented on quarterly Progress Reports and supporting documentation held in contractor grant files. If a new staff member is added to the project late in the award period, contractor may contact GMD to discuss the possible proration of the training requirement.

33. Contractor shall ensure that all agency staff complete a minimum of two (2) hours of training during the grant year in the area of meaningful access that may include providing culturally competent and/or accessible services, providing anti-oppressive and /or anti-racist services or a related topic. Training may be in-person, on-line or virtual. training shall be documented on the 4th quarter Progress Reports and supporting documentation held in contractor grant files.
34. Contractors receiving funds from the court funding allocation shall identify or provide on-line, virtual or in person training opportunities on topics related to domestic violence risk assessment and reduction, lethality or a related topic for judges and court staff who interact with victims of domestic violence. Documentation of any trainings offered and/or qualifying trainings identified, how judges and court staff were notified of the available training opportunities, the number of judges and staff who attended qualifying training, the training attended by each judge or staff member and the length of the training attended by each shall be provided as an attachment to the 4th Quarter Progress Report in IGX.
35. Contractors who use VAWA funds to employ law enforcement officers or prosecutors shall require VAWA funded staff to actively participate on or support any Sexual Assault Response Teams (SARTs) or other community coordinated responses to sexual assault, dating/domestic violence or stalking within their jurisdiction and if none exists, to initiate discussion and efforts to implement at least one such team within the jurisdiction served. Efforts shall be documented on quarterly Progress Reports.

Grants Management Division Standard Terms and Conditions

1. The Contractor shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures unless a specific exemption has been granted by the Grants Management Division to the Contractor.
3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at jus.dicrareporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by GMD.
5. The Contractor understands and agrees that GMD and/or OVW may withhold award funds, or may impose other related requirements, if (as determined by GMD or OVW) the Contractor does not satisfactorily and within sixty (60) days address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of OVW awards or Contracts made by GMD.
6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor is required to maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
7. Contractors that are state agencies shall utilize eMARS funding codes approved by GMD to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with GMD staff prior to submission of their first Financial Report.
8. The maximum compensation rate for a consultant under this Contract shall be \$81.25/hr or \$650/day.
9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than \$100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:

| | Document Phase | Document Description | Page 12 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- a. Has a history of unsatisfactory performance;
 - b. Is not financially stable;
 - c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
 - d. Has not conformed to the terms and conditions of previous awards; or
 - e. Is otherwise not responsible.
10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, <https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx>. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.
 11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the Contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to GMD including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. GMD may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the Contract, unless otherwise discussed with GMD; failure to do so may result in a decrease in Contract funds.
 12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from GMD. However, minor changes to the project and budget adjustments may be requested using the Grant Award Modification (GAM) process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no less than sixty (60) days prior to the end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall not be approved. GMD shall be notified in writing of all employee changes pertaining to this Contract within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. Contractor should note that its Financial Officer cannot be the same person that functions as the Contractor Executive Director or Project Director.
 13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. Timesheet records shall be signed by the individual and his/her immediate supervisor, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. Electronic signature is allowable.
 14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project. This allows acquisition time and provides eight (8) months in which to use the equipment.
 15. The Contractor shall ensure that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this Contract, shall contain an acknowledgement of support through the use of the following or comparable footnote: "This project was supported by Subaward Number (insert current subaward number) awarded through the Commonwealth of Kentucky, Justice and Public Safety Cabinet, state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Kentucky Justice and Public Safety Cabinet or the U.S. Department of Justice."
 16. The Contractor shall submit financial and program reports at least quarterly, as required.
 - a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to OVW and GMD in the manner (including timeframes) specified by OVW or GMD in the program solicitation or other applicable written guidance.
 - b. The Contractor's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of

| | Document Phase | Document Description | Page 13 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- funds. Financial reports may be submitted on a monthly or quarterly basis as determined by the Contractor with approval by GMD; however, once a method is selected, it cannot be changed during the grant period.
- c. Contractors shall submit to GMD financial reports which include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly or monthly financial report, as required. Copies of Contracts associated with any expenditures within the Contractual services category of the approved budget shall be submitted to GMD within ten days of execution. For information on Contract assistance, including type of Contract needed and verbiage may be found at http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf.
 - d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. Part 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Grants Management Division policies and procedures at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, GMD staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.
 - e. The Contractor assures that it will collect and maintain information on race/ethnicity; gender; age; and victims who identify as LGBTQ, as having a disability, as being limited English proficient, as D/deaf or hard of hearing, as immigrants, refugees, or asylum seekers, as being in a correctional setting and as living in a rural area, where such information is voluntarily furnished by the victim.
 - f. Contractors are required to submit performance reports to GMD within the identified timeframe and an additional annual report using the template provided by OVW and GMD and by the deadline provided by GMD staff. GMD programmatic reports must be submitted in Intelligrants 10.0 (IGX) each quarter. The schedule for filing quarterly reports is as follows:
 - I. Quarter 1 runs from January 1st – March 31st with reporting due April 15th;
 - II. Quarter 2 runs from April 1st – June 30th with reporting due July 15th;
 - III. Quarter 3 runs from July 1st – September 30th with reporting due October 15th;
 - IV. Quarter 4 runs from October 1st – December 31st with reporting due January 15th.
17. The Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.
 18. The Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Contractor shall disclose in writing to GMD and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.
 19. The Contractor shall cooperate with any assessments, 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 project.
 20. The Contractor shall comply with any additional requirements that may be imposed by GMD during the period of performance for this award, if the Contractor is designated as "high-risk" either as a result of the GMD risk assessment process, or for purposes of the DOJ high-risk grantee list.
 21. The Director of GMD, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. § 200.340.
 22. The Contractor shall provide services, at no charge, through the VAWA-funded project. Any deviation from this provision requires prior approval from GMD.

| | Document Phase | Document Description | Page 14 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

23. The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.

Justice and Public Safety Cabinet Terms and Conditions

1. Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation, reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.
5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies that receive Personal Information as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.
 - 6.1 "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one(1) or more of the following data elements:
 - 6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
 - 6.1.2. A Social Security number;
 - 6.1.3. A taxpayer identification number that incorporates a Social Security number;
 - 6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;
 - 6.1.5. A passport number or other identification number issued by the United States government; or
 - 6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.
 - 6.2 As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."

| | Document Phase | Document Description | Page 15 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

- 6.3. The Contractor shall cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
 - 6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology, of a determination of, or knowledge of, a breach, unless the exception set forth in KRS 61.932(2) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology
 - 6.5. The Contractor shall undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.
 - 6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor shall pay the costs of the notification, investigation, and mitigation of the security breach.
 - 6.7. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
7. The Contractor shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.
 8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.
 9. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.
 10. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
 11. Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
 12. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
 13. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
 14. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
 15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.

| | Document Phase | Document Description | Page 16 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

16. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that will interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
19. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
20. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
21. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
25. If any provision of this Contract is deemed to invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

| | Document Phase | Document Description | Page 17 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

**Memorandum of Agreement Standard Terms and Conditions
Revised August 2024**

1.00 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 agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements

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.

3.00 Cancellation Clause

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.

4.00 Funding Out Provision

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 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 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.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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

| | Document Phase | Document Description | Page 18 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

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).

7.00 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.

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.

8.00 Discrimination

This section applies only to agreements 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 agreement, 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

| | Document Phase | Document Description | Page 19 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

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 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement 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 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.

| | Document Phase | Document Description | Page 20 |
|------------|----------------|---|-----------------|
| 2500001392 | Draft | Lexington Fayette Urban Co. Government - VAWA - GMD | Total Pages: 20 |

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract 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 contract 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 contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Linda Gorton

Signature

Mayor

Title

Linda Gorton

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney Signature

Date

Printed Name

Celia Moore

From: Theresa Reynolds
Sent: Wednesday, November 27, 2024 10:17 AM
To: Celia Moore
Subject: FW: VAWA 2024 Subaward Acceptance Instructions for VAWA-2024-Lexingto-00013
Attachments: Draft_PON2_500_2500001392 - LFUCG.pdf

Please see attached.

Thanks,

Theresa V. Reynolds
Director
Grants & Special Programs

859-258-3070 office
lexingtonky.gov



1775 - 2025

Confidentiality Statement:

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

From: Losekamp, Katie (Justice) <katie.losekamp@ky.gov>
Sent: Wednesday, November 27, 2024 10:13 AM
To: Linda Gorton - Mayor <Mayor@lexingtonky.gov>
Cc: Angela Wallace <awallace@lexingtonpolice.ky.gov>; Theresa Reynolds <teresar2@lexingtonky.gov>
Subject: VAWA 2024 Subaward Acceptance Instructions for VAWA-2024-Lexingto-00013

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Greetings –

You are receiving this email because grant application VAWA-2024-Lexingto-00013 was recommended for an award in the amount of \$50,000. Below are instructions for accepting your award from the Kentucky Justice and Public Safety Cabinet. It may be helpful to review the resources on the [Subaward Acceptance Procedures](#) page on the JPSC website.

Funding Approval/Agreement

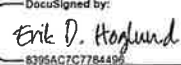

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

| | | |
|--|--|---|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424) Lexington-Fayette Urban County Government | 3a. Grantee's 9-digit Tax ID Number 610858140 | 3b. Grantee's 9-digit DUNS Number VM1GLHWZXA96 (UEI) |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 East Main Street Lexington, KY 40507 | 4. Date use of funds may begin 07/01/2024 | |
| | 5a. Project/Grant No. 1 B-24-MC-21-0004 | 6a. Amount Approved \$2,320,758.00 (by this action) |
| | 5b. Project/Grant No. 2 | 6b. Amount Approved |

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

| | | | |
|--|--|---|-------------------|
| U.S. Department of Housing and Urban Development (By Name) Erik D. Hoglund | | Grantee Name (Contractual Organization) LEXINGTON-FAYETTE URBAN CNTY GOVT | |
| Title CPD Director (Acting) | | Title Mayor | |
| Signature X  | Date (mm/dd/yyyy) 11/14/2024 | Signature X  | Date (mm/dd/yyyy) |

| | | | |
|---|---|---|---|
| 7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b) | 8. Additional/Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission (mm/dd/yyyy) | 10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number |
| | | 9b. Date Grantee Notified (mm/dd/yyyy) | |
| | | 9c. Date of Start of Program Year 07/01/2024 | |
| 11. Amount of Community Development Block Grant | | | |
| | | FY 2024 | FY 2023 |
| a. Funds Reserved for this Grantee | | | |
| b. Funds now being Approved | | \$2,320,711.00 | \$ 47.00 |
| c. Reservation to be Cancelled (11a minus 11b) | | | |

| | |
|---|---|
| 12a. Amount of Loan Guarantee Commitment now being Approved N/A | 12b. Name and complete Address of Public Agency |
| Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. | 12c. Name of Authorized Official for Designated Public Agency |
| | Title |
| | Signature X _____ |

HUD Accounting use Only

| Batch | TAC | Program Y | A | Reg | Area | Document No. | Project Number | Category | Amount | Effective Date (mm/dd/yyyy) | F |
|-------------------------------|---------------------------------|--------------|------------------|------------|-------------|--------------|----------------|----------|--------|-----------------------------|---|
| | 153 | | | | | | | | | | |
| | 176 | | | | | | | | | | |
| | | Y | | | | | Project Number | | Amount | | |
| | | Y | | | | | Project Number | | Amount | | |
| Date Entered PAS (mm/dd/yyyy) | Date Entered LOCCS (mm/dd/yyyy) | Batch Number | Transaction Code | Entered By | Verified By | | | | | | |

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

**Addendum # 1 to Agreement B-24-MC-21-0004
Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200, if required, was approved by the cognizant agency for indirect costs.

| Agency/department/major function | Indirect cost rate | Type of Direct Cost Base |
|----------------------------------|--------------------|--------------------------|
| | % | |
| | % | |
| | % | |

Name of Authorized Official:

Signature:
 X Linda Gorton

Date
 (mm/dd/yyyy):

Title:

//

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).



Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 1001-24

File ID: 1001-24

Type: Resolution

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 09/30/2024

File Name: Partial Release Maintenance Agreement-740 W. New Circle

Final Action: 10/24/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a partial release of Agreement, releasing the property located at 900 Newtown Pike from a Stormwater Incentive Grant Maintenance Agreement. [Div. of Water Quality, Martin]

Notes:

Sponsors:

Enactment Date: 10/24/2024

Attachments: Blue Sheet Memo, FY2014 Lexmark - Attachment B_3.26.19 Mayor Signed, Lexmark_Lots 4 and 5_Certified_ALTA_122723 (WEST PARCEL CIRCLED), Stormwater Agreement Partial Release (2), RESO 1001-24 Partial Release of Stormwater Maintenance Agreement 900 Newtown Pike 4883-7141-3740 v.1.docx, R-536-2024

Enactment Number: R-536-2024

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | | | | Pass |

Text of Legislative File 1001-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a partial release of Agreement, releasing the property located at 900 Newtown Pike from a

Stormwater Incentive Grant Maintenance Agreement. [Div. of Water Quality, Martin]

Summary

Authorization to approve a partial release of a Maintenance Agreement for a Stormwater Incentive Grant project on the property located at 740 West New Circle Road, Lexington KY 40550. The maintenance Agreement will continue to encumber the remainder of the property. No Budgetary impact. (L1001-24) (Martin/Albright)

Budgetary Implications: No

Advance Document Review:

Law: Yes. Michael Cravens 9/18/24

Risk Management: No

Fully Budgeted: N/A

Account Number:

This Fiscal Year Impact: N/A

Annual Impact: \$

Project:


Activity:

Budget Reference:

Current Balance:



TO: Mayor Linda Gorton
Urban County Council

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

DATE: September 26, 2024

SUBJECT: Partial Release of Maintenance Agreement - 740 West New Circle Road

Request

The purpose of this memorandum is to request approval of a partial release of a Maintenance Agreement for a Stormwater Incentive Grant project on the property located at 740 West New Circle Road, Lexington, KY 40550.

Purpose of Request

The property owner, Lexmark International Inc., received a stormwater incentive grant for the installation of stormwater infrastructure on its campus at 740 West New Circle Road. The property is encumbered by an agreement to maintain the grant-funded facilities. Lexmark has requested a partial release of the agreement for a portion of the property upon which none of the facilities that are the subject of the maintenance agreement are located. The maintenance agreement will continue to encumber the remainder of the property.

Project Cost in FY24

There is no cost with this request.

Project Cost Impact for Future Budget Years

There is no projected future cost.

Are Funds Budgeted

N/A.

Law Review

Michael Cravens, 09/18/2024.

Martin/Albright

cc: Frank H. Mabson



**ATTACHMENT B
TO FY2014 GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant**

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a "stormwater control facility" is an equivalent term for "stormwater control device" or "stormwater management system or facility," and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: 740 W. New Circle Rd. Lexington, KY 40550

PROPERTY OWNER NAME: Lexmark International, Inc.

PROPERTY LEGAL DESCRIPTION:

Property located at 740 W. New Circle Road, Lexington, KY Parcel #13219300
listed with the Fayette County PVA. Being the same property conveyed to
Lexmark International Inc., in Deed Book 168, Page 681, in the office of the
Fayette County Clerk.

STORMWATER CONTROL FACILITIES DESCRIPTION:

Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year 2014, Class B

1. <Lexmark Stormwater Improvement and Education - Bioretention Basin Project, \$350,000, May 2018, 15-year depreciation schedule³>

<Facility Description, Facility Grant Value¹, Placement in Service Month², -year depreciation schedule³>

¹ Facility Grant Value is the amount of LFUCG incentive grant funds expended on feasibility, design and construction costs for each given facility.

² Placement in Service Month is the month the facility goes into service.

³ Use 20-year depreciation schedule for green/vegetated roofs. Use 15-year depreciation schedule for all other BMPs.

Whereas, Lexmark International, Inc., has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County's aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **Lexmark International, Inc.** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

Hold for Frank Mabson

THE Lexmark International, Inc. HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give Lexmark International, Inc., its successors and assigns, copies of the inspection report with findings and evaluations.
4. Agrees that in the event Lexmark International, Inc., its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to Lexmark International, Inc., its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of Lexmark International, Inc., outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of Lexmark International, Inc. or its successors and assigns, Lexmark International, Inc. shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by Lexmark International, Inc. or its agents, provided that LFUCG promptly notifies Lexmark International, Inc. in writing of any such claims (and the like), cooperates with Lexmark International, Inc. in the defense of any such claims (or the like) and authorizes Lexmark International, Inc. in writing to settle or defend any such claims (or the like) in Lexmark International, Inc. sole and absolute discretion.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify Lexmark International, Inc., their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be

allowed, Lexmark International, Inc., its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to Lexmark International, Inc. and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by Lexmark International, Inc. . Lexmark International, Inc. further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <740 W. New Circle Rd. Lexington, KY. 40550 Sustainability / EHS Department Building 1> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, Lexmark International, Inc. further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **annual report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
 - A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - B. Time period covered by the report.
 - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
 - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with <Lexmark International, Inc.>, include a copy of the invoice for services.
 - E. An outline of planned activities for the next year.
10. Agrees that in the event the Lexmark International, Inc., its successors and assigns, removes or takes out of service one or more of the stormwater control facilities funded in whole or in part by the LFUCG grant, Lexmark International, Inc.

_____, its successors and assigns, shall reimburse the LFUCG within 90 days of removal of the facility from service, 100% of the Remaining Value of the facility removed based upon the following depreciation schedule:

| In: | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 | Year 20 |
|-------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 15-year Depreciation | 3.33% | 6.67% | 6.67% | 6.67% | 6.67% | 6.67% | 6.67% | 6.66% | 6.67% | 6.66% | 6.67% | 6.66% | 6.67% | 6.66% | 3.33% | - | - | - | - | - |
| 15-year Remaining Value | 96.67% | 90.00% | 83.33% | 76.66% | 69.99% | 63.32% | 56.65% | 49.99% | 43.32% | 36.66% | 29.99% | 23.33% | 16.66% | 10.00% | 3.33% | - | - | - | - | - |
| 20-year Depreciation | 2.5% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% | 2.5% |
| 20-year Remaining Value | 97.5% | 92.5% | 87.5% | 82.5% | 77.5% | 72.5% | 67.5% | 62.5% | 57.5% | 52.5% | 47.5% | 42.5% | 37.5% | 32.5% | 27.5% | 22.5% | 17.5% | 12.5% | 7.5% | 2.5% |

The % of depreciation shall be applied to the Facility Grant Value for the year the facility was removed from service, with month 1 of Year 1 being the Placement in Service Month listed at the beginning of this document. If not paid within such 90 day period, the LFUCG shall have a lien against the property in the amount of the remaining value of the facility removed, and may enforce same in the same manner as a lien for real property taxes may be enforced.

LEXMARK INTERNATIONAL
740 NEW CIRCLE RD.
LEXINGTON, KY 40550

BY: Thomas C Wade
NAME: Tom Wade
TITLE: Senior Manager
DATE: 2/22/2019

The foregoing Agreement was subscribed, sworn to and acknowledged before me by THOMAS C WADE, as the duly authorized representative for and on behalf of Lexmark International on this the 22nd day of February, 2019.
My commission expires: 1-25-2024

John E Hill
NOTARY PUBLIC
614624



Linda Gorton
Linda Gorton, Mayor

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Linda Gorton, as the duly authorized representative for and on behalf of LFUCG, on this the 14th day of March, 2019.

My commission expires: 2/26/21. ID# 573812
Cynthia A. Carson-Jensen
NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: Tom Wade

Business Address: 740 W. New Circle Rd.

Lexington, KY. 40550

Representative's Phone Number: 859.232.3293

Representative's E-Mail: tom.wade@lexmark.com

Urban County Government Information for compliance issues:

Contact: LFUCG's MS4 Permit Coordinator

Address: LFUCG Division of Water Quality

125 Lisle Industrial Avenue, Suite 180

Lexington, KY 40511

Phone: (859) 425-2400

Email: ms4@lexingtonky.gov

Prepared By:

Michael S. Cravens
Michael S. Cravens, Attorney Senior
LFUCG – Department of Law
200 East Main Street
Lexington, KY 40507
(859) 258-3500

I, Donald W Blevins Jr, County Court Clerk
of Fayette County, Kentucky, hereby
certify that the foregoing instrument
has been duly recorded in my office.



By: PATTY DAVIS ,dc

201903260171

March 26, 2019 12:52:20 PM

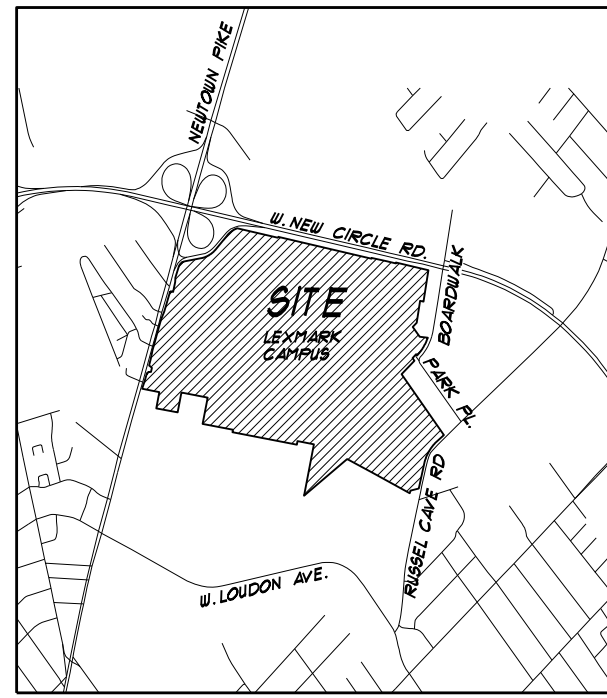
| | | | |
|------|---------|-----|--------|
| Fees | \$19.00 | Tax | \$0.00 |
|------|---------|-----|--------|

| | |
|------------|---------|
| Total Paid | \$19.00 |
|------------|---------|

THIS IS THE LAST PAGE OF THE DOCUMENT

6 Pages

273 - 278



TITLE INSURANCE COMMITMENT PROVIDED BY STEWART TITLE GUARANTY COMPANY COMMITMENT FILE NUMBER 23K1 1320 DATED DECEMBER 11, 2023 @ 8:00 A.M.

AREA : 140.81 ACRES
ZONE : H-4-B-6P

PARENT DOCUMENTS: D.B.1571, PG. 341
D.B. 3176, PG. 438
D.B. 168, PG. 68
P.C. 'R', SL 813
P.C. 'R', SL 814
P.C. 'R', SL 889
P.C. 'S', SL 118
P.C. 'S', SL 332
P.C. 'S', SL 468

REFERENCE MERIDIAN : FPLUG NAD 83
KENTUCKY STATE PLANE COORDINATES
ESTABLISHED FROM SURVEYS PERFORMED BY ENDRIS ENGINEERING FOR LEXMARK IN MAY 1998

THE IMPROVEMENTS SHOWN REPRESENT THE CONDITION ON THE SITE AS OF OCTOBER 10, 2023.

METHOD OF SURVEY : RANDOM TRAVERSE
ERROR OF CLOSURE 1:23,000 (NOT ADJUSTED)

THIS DOCUMENT REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 20 KAR 18.020.

(XXX) * OF PARKING SPACES

(A) EXISTING POINT OF ACCESS TO / FROM PUBLIC RIGHT-OF-WAY

(#) LOT NUMBER

*SEE SHEET 2 FOR SCHEDULE B, PART II EXCEPTIONS AND PROPERTY DESCRIPTIONS.

NOTES:
A PORTION OF THE PROPERTY SHOWN ON THE SURVEY LIES WITHIN A FEDERAL HAZARD AREA, AS DESCRIBED ON THE FLOOD INSURANCE RATE MAP 210601 01B DATED MARCH 3, 2014 AS PREPARED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT - FEDERAL INSURANCE ADMINISTRATION.

NOT A PART OF THIS SURVEY



SURVEYORS CERTIFICATE:

The undersigned, being a registered surveyor of the State of Kentucky certifies to (i) Lexington Campus SLB, LLC, its successors and assigns, (ii) Blank Rome LLP, (iii) Stewart Title Guaranty Company, and (iv) American Zoning Services as follows:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on October 10, 2023.

Richard B. Nunney 12/27/2023
Registered Land Surveyor Date
Registration No. 3982
E. A. Partners, PLLC
311 Wall Street
Lexington, Kentucky 40503

NOTE:
THE FOLLOWING TABLE A ITEMS REFERENCED IN THE CERTIFICATION ABOVE ARE AS NOTED BELOW:

16. THERE IS NO EVIDENCE OF EARTH - MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

17. THERE ARE NO ANTICIPATED CHANGES IN THE STREET RIGHT-OF-WAY NOT REFLECTED ON THE SURVEY.

18. APPURTENANT RIGHTS EXIST AS FOLLOWS:

TRACT 1

740 W. New Circle Road

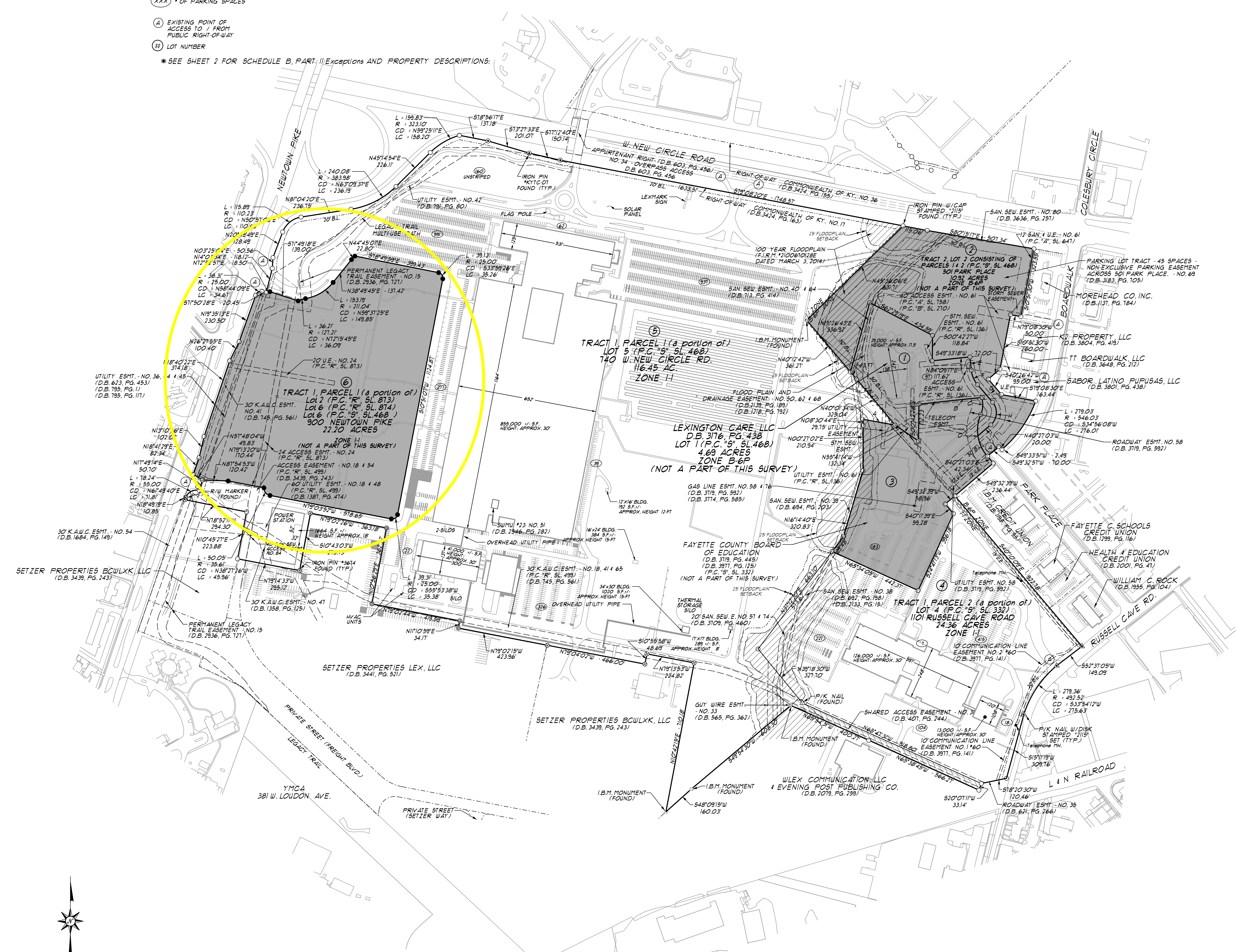
Together with that certain easement appurtenant to Tract 1 granting an easement for an overpass across New Circle Road (for access between Tract 1 hereof and Tract A hereof) to in that certain Deed dated December 18, 1990 from International Business Machines Corporation to IBM Information Products Corporation contained in Deed dated July 11, 1986 to International Business Machines Corporation from Commonwealth of Kentucky of record in Deed Book 603, Page 456 in the Office of the Fayette County Clerk; (SHOWN)

Together with that certain appurtenant roadway easement set forth in the Indenture from Louisville and Nashville Railroad Company to International Business Machines Corporation and WLEX-TV, Inc. dated April 2, 1991, of record in Deed Book 621, Page 266, in the Office of the Fayette County Clerk, and subject to all the obligations thereto.

Together with appurtenant rights as set forth in Declaration of Covenants, Conditions and Restrictions dated October 18, 2016 by and between Lexmark International, Inc. and Setzer Properties BCWLXK, LLC, recorded October 18, 2016, in Deed Book 343, Page 215, in the Office of the Fayette County Clerk, (SHOWN)

1101 Russell Cave Road

Together with that certain appurtenant roadway easement as set forth in the Indenture from Louisville and Nashville Railroad Company to International Business Machines Corporation and WLEX-TV, Inc. dated April 2, 1991, of record in Deed Book 621, Page 266, in the Office of the Fayette County Clerk, and subject to all the obligations thereto. (SHOWN)



LIST OF CALLS:

- A 579°50'50"E - 156.76'
- B N83°51'15"E - 298.66'
- C L - 81.31'
- D R - 115.00'
- E CD - N03°03'52"E
- F LC - 78.63'
- G L - 109.00'
- H CD - N05°02'51"W
- I LC - 158.08'
- J S09°42'41"E - 61.26'
- K L - 151.78'
- L R - 125.00'
- M CD - S37°04'42"E
- N LC - 174.82'
- O S40°26'42"E - 108.56'
- P L - 117.54'
- Q R - 175.00'
- R CD - S04°27'08"W
- S LC - 105.88'
- T S49°20'58"W - 79.33'

MONUMENTATION KEY

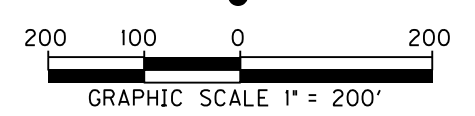
- IRON PIN W/CAP STAMPED *2115 (FOUND)
- I.B.M. MONUMENT (FOUND)
- IRON PIN W/CAP OR PK NAIL W/DISK STAMPED *3982 (SET)
- ⊗ IRON PIN *3674 (FOUND)
- ⊗ KYTC R/W MARKER (FOUND)
- ▲ PK NAIL W/ DISK STAMPED *2115 (SET)
- ⊙ IRON PIN *KYTC-DT (FOUND)
- ⊙ PK NAIL W/ DISK C&S (FOUND)

EA Partners, PLLC
CIVIL ENGINEERS - LAND SURVEYORS - LANDSCAPE ARCHITECTS
LEXINGTON, KENTUCKY 40503
PHONE: 606-259-9899
FACSIMILE: 606-259-9898

ALTA / NSPS LAND TITLE SURVEY
LEXMARK INTERNATIONAL CORPORATION
LOT 5 - TRACT 1, PARCEL 1 (a portion of) &
LOT 4 - TRACT 2, PARCEL 2 (a portion of)
740 W. New Circle Road & 1101 Russell Cave Road
LEXINGTON, FAYETTE COUNTY, KENTUCKY

DRAWN _____
DATE 12/27/23
CHECKED _____
REVISED _____

SHEET
1 of 2



SCHEDULE B - SECTION II

EXCEPTIONS

- Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B Part I Requirements are met. (NOT A SURVEY ITEM)
- Rights or claims of parties in possession not shown by the Public Records (NOT A SURVEY ITEM)
- Easements or claims of easements, not shown by the Public Records (NOT A SURVEY ITEM)
- Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises. (NONE FOUND)
- Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records (NOT A SURVEY ITEM)
- Subject to 2024 taxes, which are not yet due and payable. (NOT A SURVEY ITEM)
- Fayette County taxes for the year 2023 in the amount of \$3,026.45 are unpaid for Tax Identification Number: 38718660. Taxes for subsequent years are a lien, not yet due and payable. (NOT A SURVEY ITEM)
- Intentionally Deleted
- Fayette County taxes for the year 2023 in the amount of \$51,993.06 are unpaid for Tax Identification Number: 1379300. Taxes for the year 2024 and subsequent are a lien, not yet due and payable. (NOT A SURVEY ITEM)
- Intentionally Deleted
- Fayette County taxes for the year 2023 in the amount of \$60,854.55 are unpaid for Tax Identification Number: 38718660. Taxes for the year 2024 and subsequent are a lien, not yet due and payable. (NOT A SURVEY ITEM)
- Intentionally Deleted
- Fayette County taxes for the year 2023 in the amount of \$49,735.64 are unpaid for Tax Identification Number: 38795660. Taxes for the year 2024 and subsequent are a lien, not yet due and payable. (NOT A SURVEY ITEM)
- Intentionally Deleted
- Easements relating among other things to installation, construction, maintenance and operation of part known as Leases 1481, granted by Lexmark International, Inc. to Lexington-Fayette Urban County Government by Grant of Easement dated April 1, 2010, of record in Deed Book 236, Page 121, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Easements, terms and conditions as set forth in that certain Deed of Conveyance dated July 29, 2016 by and between Lexmark International, Inc. and Commonwealth of Kentucky for the use and benefit of the Transportation Cabinet, Department of Highways, of record in Deed Book 3424, Page 163, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Easements, restrictions, conditions and notes as shown on plat of the property of record in Plat Cabinet "R", Slide 499, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS LOT 5)
- Certificate of Land Use Restriction of record in Land Use Restriction Book 17, Page 255, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (NOT A SURVEY ITEM)
- Certificate of Land Use Restriction recorded August 18, 2015 in Land Use Restriction Book 18, Page 511, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (NOT A SURVEY ITEM)
- Rights of Members Heritage Federal Credit Union, as tenant in possession under that certain unrecorded Lease Agreement dated as of October 1, 1994, as amended, as tenant only, with no options to purchase or rights of first refusal. (AFFECTS TRACT 1) (NOT A SURVEY ITEM)
- Unrecorded License Agreement dated April 13, 2018 between Lexmark International, Inc. and Legacy Trail LLC. (AFFECTS ONLY PARCEL 1 OF TRACT 1). (NOT A SURVEY ITEM)
- Intentionally Deleted
- Easements, restrictions, conditions and notes as shown on Final Record Plat, Lexmark International, Inc., 140 West New Circle Road, Lexington, Fayette County, Kentucky, 40511 of record in Plat Cabinet "R", Slide 613, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS ONLY PARCELS 1-4 OF TRACT 1) (SHOW - AFFECTS LOT 5)
- Easements, restrictions, conditions and notes as shown on Amended Final Record Plat, Highwood Center, Lexmark International, Inc., 140 West New Circle Road, 450 Park Place, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 814, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS ONLY PARCELS 1-4 OF TRACT 1) (SHOW - AFFECTS LOTS 4 & 5)
- Easements, restrictions, conditions and notes as shown on Amended Consolidation Minor Subdivision Plat, Highwood Center, Lexmark International, Inc., Lots 2, 3 & 4, 1101 Russell Cave Road and 450 and 501 Park Place, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 916, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 4)
- Easements, restrictions, conditions and notes as shown on Amended Consolidation Minor Subdivision Plat, Highwood Center, Lexmark International, Inc., Lots 2, 3 & 4, 1101 Russell Cave Road and 450 and 501 Park Place, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 985, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 4)
- Easements, restrictions, conditions and notes as shown on Easement Minor Amended and Consolidation Minor Subdivision Plat, Highwood Center, Lexmark International, Inc., Lots 2 & 4, and Board of Education, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 332, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS PARCELS 1 OF TRACT 1 AND TRACT 3) (SHOW - AFFECTS LOT 4)
- Pole Line Deed and Easement dated August 11, 1941 in favor of Kentucky Utilities Company, of record in Deed Book 330, Page 277, in the Office of the Clerk of Fayette County, Kentucky. (NOT PLOTTABLE - DESCRIPTION VAGUE)
- Pole Line Deed and Easement dated August 11, 1941 in favor of Kentucky Utilities Company, of record in Deed Book 330, Page 415, in the Office of the Clerk of Fayette County, Kentucky. (NOT PLOTTABLE - DESCRIPTION VAGUE)
- Conveyance of Right-of-Way dated August 26, 1946 from the Commonwealth of Kentucky to Central Kentucky Broadcasting Company, of record in Deed Book 401, Page 244, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Pipe line easement in favor of Central Kentucky Natural Gas Company, of record in Deed Book 457, Page 415, in the Office of the Clerk of Fayette County, Kentucky. (NOT PLOTTABLE - DESCRIPTION VAGUE)
- Deed of Easement dated March 25, 1954 from Commonwealth of Kentucky, Department of Mental Health, to J. Douglas Gay, Jr. and H. Guthrie Bell, of record in Deed Book 565, Page 362, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Terms and conditions of easement for an overpass across New Circle Road (for access between Tract 1 hereof and Tract 4 referred to in that certain Deed dated December 28, 1990 from International Business Machines Corporation to IBM Information Products Corporation) contained in Deed dated July 11, 1956 to International Business Machines Corporation from Commonwealth of Kentucky of record in Deed Book 603, Page 456, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Terms and conditions of Indenture regarding roadway easement for, among other things, the passage of vehicles and pedestrians granted by Louisville and Nashville Railroad Company to International Business Machines Corporation and WLEX-TV, said conveyance being made upon condition that in the event of vacation or nonuse of said roadway, all rights to said easement shall revert to Louisville and Nashville Railroad Company, its successors or assigns, as set forth in Indenture dated April 2, 1951, of record in Deed Book 621, Page 266, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Right of way for, among other things, installation and maintenance of electric transmission line together with right of ingress and egress thereto and right to cut down any and all trees and right to remove brush and obstructions located on said right of way which might create a hazard, granted by International Business Machines Corporation to Kentucky Utilities Company, as set forth in Agreement dated May 3, 1951, of record in Deed Book 613, Page 453, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Easements granted to Commonwealth of Kentucky for the use and benefit of the Department of Highways by Deed dated June 28, 1951, of record in Deed Book 610, Page 241, in the Office of the Clerk of Fayette County, Kentucky. (REFLECTED ON SURVEY)
- Easement granted to City of Lexington by Deed dated April 2, 1960, granting among other things, right to lay, construct and maintain sanitary sewer and right of ingress and egress thereto, of record in Deed Book 692, Page 798. Said easement being subject to Encroachment Agreement dated May 5, 2000, by and between Lexmark International, Inc. and Lexington-Fayette Urban County Government, of record in Deed Book 733, Page 15, both in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOTS 4 & 5)
- Easements granted to City of Lexington by Deed dated March 30, 1960, granting among other things, easement of ingress and egress for construction and maintenance of electric, gas and water lines and easements for construction and maintenance of natural gas transmission line, water line and sanitary sewer and sewage pumping station, of record in Deed Book 694, Page 203, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS TRACT 1)
- Deed of Easement dated April 8, 1961 in favor of City of Lexington, which grants right, among other things, to lay, construct, operate and maintain sanitary sewer and right of ingress and egress thereto, of record in Deed Book 713, Page 414, in the Office of the Clerk of Fayette County, Kentucky. (DOES NOT AFFECT SUBJECT PROPERTY)

- Indenture dated May 25, 1962, which grants in favor of Lexington Water Company, among other things, easement and right of way for purpose of constructing, operating and maintaining water lines and right of ingress and egress thereto, of record in Deed Book 145, Page 561, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOTS 4 & 5)
- Utility Easement dated February 14, 1964, granting in favor of General Telephone Company of Kentucky, among other things, a utility easement for buried cables with the right to construct, operate and maintain easement for buried cables and telephone lines and right of ingress and egress thereto, of record in Deed Book 191, Page 80, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Easements granted to Commonwealth of Kentucky for the use and benefit of the Department of Highways pursuant to Deed of Conveyance from International Business Machines Corporation dated December 20, 1963, of record in Deed Book 191, Page 254, in the Office of the Clerk of Fayette County, Kentucky, which includes certain reversionary rights in favor of IBM. (AFFECTS TRACT 1) (REFLECTED ON SURVEY)
- Rights of way granted to General Telephone Company of Kentucky, by Agreement dated April 15, 1964, for, among other things, construction, operation and maintenance of buried cables, wires, poles and underground conduits together with right of ingress and egress thereto and right to cut down any and all trees and right to remove from said right of way brush and obstructions which might create a fire hazard, of record in Deed Book 195, Page 1, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Rights of way granted to Kentucky Utilities Company, by Agreement dated April 13, 1964, for, among other things, construction, operation and maintenance of transmission and distribution lines, together with right of ingress and egress thereto and right to cut down any and all trees and right to remove from said right of way brush and obstructions which might create a fire hazard, of record in Deed Book 195, Page 17, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Easement and permanent right of way granted by International Business Machines Corporation to Kentucky American Water Company pursuant to Easement Agreement dated October 30, 1984, for, among other things, construction, maintenance and operation of water transmission and distribution lines, together with right of ingress and egress thereto and right to remove from said right of way trees and other obstructions which might interfere with the operation of such of record in Deed Book 1358, Page 125, in the Office of the Clerk of Fayette County, Kentucky, which includes certain reversionary rights in favor of IBM. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Easements and rights of way granted to Kentucky Utilities Company, by Agreement dated November 1, 1985, granting among other things, right to construct and maintain transmission lines together with right of ingress and egress thereto and right to cut down any and all trees and to remove from said right of way brush and obstructions which might create a hazard, of record in Deed Book 1381, Page 474, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Perpetual water drainage easement granted by Lexmark International, Inc. to The Commonwealth of Kentucky pursuant to Flood Plain Easement dated June 28, 2000, of record in Deed Book 1139, Page 189, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Declaration of Covenants dated April 29, 2005 as set forth by Lexmark International, Inc., relating among other things, to solid waste management, of record in Deed Book 1946, Page 287, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Intentionally Deleted
- Terms and conditions of Access Easement (containing 1.04 acres) granted by Lexmark International, Inc. to International Business Machines Corporation, of record in Deed Book 3439, Page 682, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS TRACT 1) (SHOW - AFFECTS LOT 5)
- Declaration of Covenants, Conditions and Restrictions dated October 18, 2016 by and between Lexmark International, Inc. and Setzer Properties ECWLXK, LLC, recorded October 18, 2016 in Deed Book 3439, Page 215, in the Office of the Clerk of Fayette County, Kentucky. (APPURENTANT RIGHT - ACROSS SETZER PROPERTIES, INC. ADJACENT ADJONER IMMEDIATELY SOUTH)
- Agreement to Maintain Stormwater Control Facilities of record in Deed Book 3656, Page 213, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS SUBJECT PROPERTY) (NOT A SURVEY ITEM)
- Easements granted Lexington-Fayette Urban County Government, dated October 24, 2019, of record in Deed Book 3109, Page 460, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOTS 4 & 5)
- Declaration of Easements, Covenants and Restrictions, dated December 10, 2019, of record in Deed Book 3119, Page 391, as amended by that certain Amendment, dated September 21, 2022, of record in Deed Book 3911, Page 135, both in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Certificate of Land Use Restriction of record in Land Use Book 21, Page 85, in the Office of the Clerk of Fayette County, Kentucky. (NOT A SURVEY ITEM)
- Easement granted the Board of Education of Fayette County, Kentucky, dated September 21, 2022, of record in Deed Book 3911, Page 141, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Intentionally Deleted
- Perpetual water drainage easement granted by Lexmark International, Inc. to The Commonwealth of Kentucky pursuant to Flood Plain Easement dated June 28, 2000, of record in Deed Book 1139, Page 189, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Intentionally Deleted
- Indenture dated May 25, 1962, which grants among other things, Lexington Water Company easement and right of way for purpose of constructing, operating and maintaining water lines and right of ingress and egress thereto, of record in Deed Book 145, Page 561, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOTS 4 & 5)
- Intentionally Deleted
- Intentionally Deleted
- Retention basin and reservation of rights of surface water drainage as set forth in Deed dated January 30, 1979, from Village North to International Business Machines Corporation and as shown on Exhibit "A" attached thereto, of record in Deed Book 1218, Page 792, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 5)
- Intentionally Deleted
- Easements, restrictions, conditions and notes as shown on Amended Final Record Plat, Highwood Center, Lexmark International, Inc., 140 West New Circle Road, 450 Park Place, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 814, in the Office of the Clerk of Fayette County, Kentucky. (AFFECTS LOTS 4 & 5) (SHOW - AFFECTS LOTS 4 & 5)
- Conditions, stipulations, restrictions, building lines and easements together with incidental rights, as provided for on that certain Easement Minor Amended and Consolidation Minor Subdivision Plat, which was approved by the Planning Commission on October 16, 2019, of record in Plat Cabinet "R", Slide 916, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Conditions, stipulations, restrictions, building lines and easements together with incidental rights, as provided for on that certain Consolidation Minor Subdivision Plat, which was approved by the Planning Commission on November 1, 2019, of record in Plat Cabinet "R", Slide 985, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Conditions, stipulations, restrictions, building lines and easements together with incidental rights, as provided for on that certain Amended and Consolidation Minor Subdivision Plat, Highwood Center, Lexmark International, Inc., Lots 2 & 4 and Board of Education, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 332, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Easements granted Lexington-Fayette Urban County Government, dated October 24, 2019, of record in Deed Book 3109, Page 460, in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOTS 4 & 5)
- Declaration of Easements, Covenants and Restrictions, dated December 10, 2019, of record in Deed Book 3119, Page 391, as amended by that certain Amendment, dated September 21, 2022, of record in Deed Book 3911, Page 135, both in the Office of the Clerk of Fayette County, Kentucky. (SHOW - AFFECTS LOT 4)
- Intentionally Deleted
- Intentionally Deleted
- Intentionally Deleted
- Intentionally Deleted
- Intentionally Deleted
- Easements granted Lexington-Fayette Urban County Government, dated December 6, 2018, of record in Deed Book 3636, Page 751, in the Office of the Clerk of Fayette County, Kentucky. (DOES NOT AFFECT SUBJECT PROPERTY)
- Minerals of whatsoever kind, subsurface and surface substances including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and thereon to be produced from the Land, together with all rights, privileges and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. (NOT A SURVEY ITEM)
- The property to be insured on Schedule A herein is part of a new plat or Certificate of Survey placed of record in 2023.
- 2023 taxes are a lien on said premises but not yet due and payable. All taxes on parcels set forth in schedule B-11 must be paid before the new lots will be segregated and assessed separately. (See Requirement) (NOT A SURVEY ITEM)
- All matters as set forth per Plat at Plat Book "S", Page 468, Register/Recorder's Office for Fayette, Kentucky. (SHOW - AFFECTS LOT 5)
- That certain 40' Sanitary Sewer Access Easement and Incidental use as shown on the map or Plat at Plat Book "S", Page 468, Register/Recorder's Office for Fayette, Kentucky. (SHOW - AFFECTS LOT 5)

PROPERTY DESCRIPTION:

TRACT 1

140 W. NEW CIRCLE ROAD

Remaining portion of Lot 5 as shown on the Consolidation Minor, Non-Building Minor, Corrected Minor Amended and Easement Minor Amended Subdivision Plat, Lexmark International, Inc., Lots 4 & 6, Highwood Center, Lots 1 & 2, of record in Plat Book "S", Page 468 in the office of the Clerk of Fayette County, Kentucky.

The above described Lot 5 is a portion of the same land conveyed to IBM Information Products Corporation (now Lexmark International, Inc.), as evidenced by Certificate of Amendment of Certificate of Incorporation, of record in Corporate Record Book 168, Page 682, in the Fayette County Clerk's office, by deed dated December 28, 1990 from International Business Machines Corporation of record in Deed Book 1511, Page 329 (Tract 1), in the office of the Fayette County Court Clerk.

Together with that certain easement appurtenant to Tract 1 granting an easement for an overpass across New Circle Road (for access between Tract 1 hereof and Tract 4 referred to in that certain Deed dated December 28, 1990 from International Business Machines Corporation to IBM Information Products Corporation) contained in Deed dated July 11, 1956 to International Business Machines Corporation from Commonwealth of Kentucky of record in Deed Book 603, Page 456 in the Office of the Fayette County Court Clerk.

Together with that certain appurtenant roadway easement set forth in the Indenture from Louisville and Nashville Railroad Company to International Business Machines Corporation and WLEX-TV, Inc. dated April 2, 1951, of record in Deed Book 621, Page 266, in the office of the Fayette County Clerk, and subject to all the obligations thereto, and

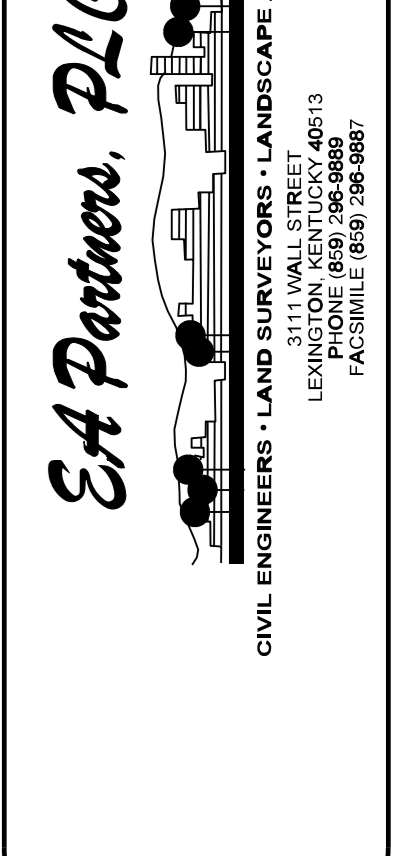
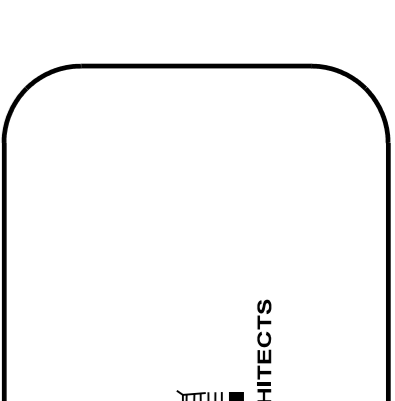
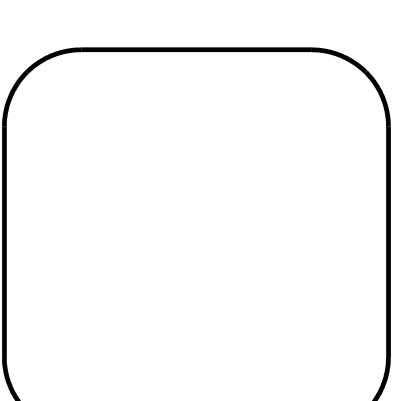
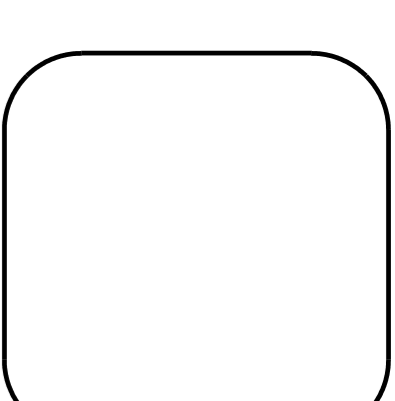
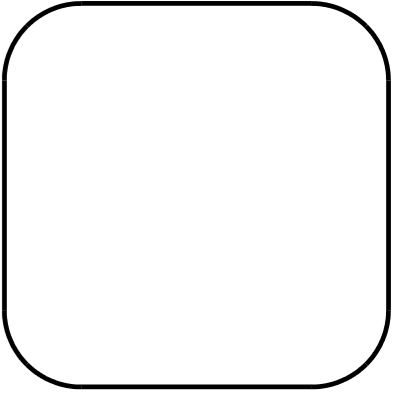
TOGETHER with appurtenant rights as set forth in Declaration of Covenants, Conditions and Restrictions dated October 18, 2016 by and between Lexmark International, Inc. and Setzer Properties ECWLXK, LLC, recorded, October 18, 2016, in Deed Book 3439, Page 215, in the office of the Fayette County Clerk.

1101 RUSSELL CAVE ROAD

Lot 4 as shown on the Amended Final Record Plat, Highwood Center, Lexmark International, Inc., 140 West New Circle Road, 450 Park Place, Lexington, Fayette County, Kentucky, of record in Plat Cabinet "R", Slide 332 in the office of the Clerk of Fayette County, Kentucky.

The above described property is a portion of the same land conveyed to IBM Information Products Corporation (now Lexmark International, Inc.), as evidenced by Certificate of Amendment of Certificate of Incorporation, of record in Corporate Record Book 168, Page 682, in the Fayette County Clerk's office, by deed dated December 28, 1990 from International Business Machines Corporation of record in Deed Book 1511, Page 329 (Tract 3), in the office of the Fayette County Court Clerk.

Together with that certain appurtenant roadway easement as set forth in the Indenture from Louisville and Nashville Railroad Company to International Business Machines Corporation and WLEX-TV, Inc. dated April 2, 1951, of record in Deed Book 621, Page 266 in the office of the Fayette County Clerk, and subject to all the obligations thereto



ALTA / NSPS LAND TITLE SURVEY
LEXMARK INTERNATIONAL CORPORATION
LOT 5 - TRACT 1, PARCEL 1 (a portion of) &
LOT 4 - TRACT 2, PARCEL 2 (a portion of)
740 W. New Circle Road & 1101 Russell Cave Road
LEXINGTON, FAYETTE COUNTY, KENTUCKY

DRAWN _____
DATE 12/27/23
CHECKED _____
REVISED _____

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

For value received, the undersigned, **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, does hereby release and discharge that Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Stormwater Quality Projects Class B Incentive Grant Program recorded March 26, 2019, given by **LEXMARK INTERNATIONAL, INC.**, a Delaware corporation, of record Deed Book 3656, Page 273, in the Fayette County Clerk’s office, as to the property described on Exhibit “A” only.

It is expressly understood that the release of said property from the lien of the instrument described above shall not in any way affect the lien of the instrument described above upon the remaining land subject to said instrument.

IN WITNESS WHEREOF, the undersigned has executed this Partial Release on this ____ day of _____, 2024.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Its: _____

COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me on this _____ day of _____, 2023, by _____ as _____ of Lexington-Fayette Urban County Government, for and on behalf of such urban county government.

My Commission Expires: _____

Notary Public

Notary number: _____

This instrument prepared by:

STOLL KEENON OGDEN PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
(859) 231-3000

By: _____
Richard A. Nunnelley

EXHIBIT "A"

Lot 6 as shown on Consolidation Minor, Non-Building Minor, Corrected Minor Amended and Easement Minor Amended Subdivision Plat, Lexmark International Corporation, Lots 5 & 6, Highwood Centers Lots 1 & 2, 900 Newtown Pike, 740 West New Circle Road, 500 & 501 Park Place, 725, Lexington, Fayette County, Kentucky, of record in Plat Cabinet S, Slide 468, in the office of the Clerk of Fayette County, Kentucky.

Being a portion of the same land conveyed to IBM Information Products Corporation (now Lexmark International, Inc., as evidenced by Certificate of Amendment of Certificate of Incorporation, of record in Corporate Record Book 168, Page 682, in the Fayette County Clerk's office), by deed dated December 28, 1990 from International Business Machines Corporation of record in Deed Book 1571, Page 329 (Tract B); as corrected by Corrective Deed to IBM Information Products Corporation from International Business Machines Corporation of record in Deed Book 1573, Page 381 (Tract B), in the office of the Fayette County Court Clerk.

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF AGREEMENT, RELEASING THE PROPERTY LOCATED AT 900 NEWTOWN PIKE FROM A STORMWATER INCENTIVE GRANT MAINTENANCE 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 to execute a Partial Release of Agreement, which is attached hereto and incorporated herein by reference, releasing the property located at 900 Newtown Pike from a Stormwater Incentive Grant Maintenance 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

1001-24:MSC:4883-7141-3740, v. 1

RESOLUTION NO. 536 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PARTIAL RELEASE OF AGREEMENT, RELEASING THE PROPERTY LOCATED AT 900 NEWTOWN PIKE FROM A STORMWATER INCENTIVE GRANT MAINTENANCE 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 to execute a Partial Release of Agreement, which is attached hereto and incorporated herein by reference, releasing the property located at 900 Newtown Pike from a Stormwater Incentive Grant Maintenance Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1001-24:MSC:4883-7141-3740, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1002-24

File ID: 1002-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 386-2025

In Control: Urban County Council

File Created: 10/01/2024

File Name: FY24 HUD Continuum of Care Application

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, as the Collaborative Applicant, to execute and submit the 2024 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, which seeks up to \$3,892,327 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to \$141,269, of the Grant funds, if the application is approved, for project planning expenses related to monitoring programs funded by the Grant, the acceptance of which obligates the Urban County Government for the expenditure of an amount, up to \$35,318, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Office of Homelessness Prevention and Intervention, Herron]

Notes: received in office and taken to mayor's office for signature 9/5/2025. AA

SAF in the CCO. Returned to Jeff Heron 9/9/2025. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: 24-Bluesheet Memo - HUD FY24 CoC Application, RESO 1002-24 (Continuum of Care Program App) 4869-3923-8386 v.1.docx, R-554-2024

Enactment Number: R-554-2024

Deed #:

Hearing Date:

Drafter: Jeff Herron

Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-----------------------------------|------------|---------------------------------|----------------------|------------|-----------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1002-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, as the Collaborative Applicant, to execute and submit the 2024 Continuum of Care Grant Application to the United States Dept. of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, which seeks up to \$3,892,327 in Federal funds for the operation of programs by community nonprofit organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to \$141,269, of the Grant funds, if the application is approved, for project planning expenses related to monitoring programs funded by the Grant, the acceptance of which obligates the Urban County Government for the expenditure of an amount, up to \$35,318, as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Office of Homelessness Prevention and Intervention, Herron]

Summary

Authorization to submit the 2024 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development, requesting funding in an amount up to \$3,892,327.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of Federal funds, if offered, in the amount of \$141,269.00 for project planning expenses, the acceptance of which obligates the Urban County Government for the expenditure of an amount up to \$35,318.00 as local match. (L1002-24) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: To be requested for FY 26 Grant match

Account Number:

This Fiscal Year Impact: \$0

Annual Impact: \$35,318 (FY26)

Project: N/A

Activity: N/A

Budget Reference:

Current Balance:



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

**FROM: CHARLIE LANTER, COMMISSIONER
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY
DEVELOPMENT**

DATE: October 1, 2024

SUBJECT: 2024 HUD Continuum of Care Program Competition

Request: Council authorization to submit the 2024 Continuum of Care application, as the Collaborative Applicant, to the U.S. Department of Housing and Urban Development requesting funding in an amount up to \$3,892,327.00 for the operation of programs by community nonprofit organizations to reduce homelessness in Fayette County and to accept award of federal funds, if offered, in the amount of \$141,269.00 for project planning expenses.

Purpose of Request: The Office of Homelessness Prevention and Intervention serves as the Collaborative Applicant for the Lexington Fayette County Continuum of Care and is responsible for annual development and submission of the Continuum of Care Program funding application to the U.S. Department of Housing and Urban Development for homelessness funding in the community. The LFUCG, in the role of Collaborative Applicant, has responsibility for scoring and ranking projects, submission of application for all funds, and monitoring compliance by all projects with the Homeless Management Information System. If approved by HUD, funds in an amount up to \$3,892,327.00 will be used to implement community projects that reduce homelessness. These funds will be awarded directly to the various organizations from HUD. Each organization will provide the required 25% grant match from their own resources.

LFUCG will submit a grant application totaling \$141,269.00 for planning purposes which will be used by the Office of Homelessness Prevention and Intervention to offset personnel and operating costs of compliance monitoring.

What is the cost in this budget year and future budget years? If the planning grant is awarded, match in the amount of \$35,318.00 will be required.

The cost for this FY is: \$0
The cost for future FY26 is: \$35,318.00

Are the funds budgeted? The funds are not yet budgeted as impact would be to FY26. If approved, a BA will be initiated.

Account number: 1145-155003-0001-78201

File Number: 1002-24

Director/Commissioner: Herron/Lanter



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, AS THE COLLABORATIVE APPLICANT, TO EXECUTE AND SUBMIT THE 2024 CONTINUUM OF CARE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, WHICH SEEKS UP TO \$3,892,327.00 IN FEDERAL FUNDS FOR THE OPERATION OF PROGRAMS BY COMMUNITY NONPROFIT ORGANIZATIONS TO REDUCE HOMELESSNESS IN LEXINGTON-FAYETTE COUNTY, AND TO ACCEPT AN AMOUNT, UP TO \$141,269.00, OF THE GRANT FUNDS, IF THE APPLICATION IS APPROVED, FOR PROJECT PLANNING EXPENSES RELATED TO MONITORING PROGRAMS FUNDED BY THE GRANT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF AN AMOUNT, UP TO \$35,318.00, AS A LOCAL MATCH, 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, as the Collaborative Applicant, be and hereby is authorized and directed to execute and submit the 2024 Continuum of Care Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, which seeks up to \$3,892,327.00 in Federal funds for the operation of programs by Community Nonprofit Organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to \$141,269.00, of the Grant funds, if the application is approved, for project planning expenses related to monitoring programs funded by the Grant, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of an amount, up to \$35,318.00, as a local match.

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
1002-24:WDR:4869-3923-8386, v. 1

RESOLUTION NO. 554 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, AS THE COLLABORATIVE APPLICANT, TO EXECUTE AND SUBMIT THE 2024 CONTINUUM OF CARE GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, WHICH SEEKS UP TO \$3,892,327.00 IN FEDERAL FUNDS FOR THE OPERATION OF PROGRAMS BY COMMUNITY NONPROFIT ORGANIZATIONS TO REDUCE HOMELESSNESS IN LEXINGTON-FAYETTE COUNTY, AND TO ACCEPT AN AMOUNT, UP TO \$141,269.00, OF THE GRANT FUNDS, IF THE APPLICATION IS APPROVED, FOR PROJECT PLANNING EXPENSES RELATED TO MONITORING PROGRAMS FUNDED BY THE GRANT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF AN AMOUNT, UP TO \$35,318.00, AS A LOCAL MATCH, 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, as the Collaborative Applicant, be and hereby is authorized and directed to execute and submit the 2024 Continuum of Care Grant Application, which is attached hereto and incorporated herein by reference, to the United States Department of Housing and Urban Development (HUD), to provide any additional information requested in connection with this Grant Application, which seeks up to \$3,892,327.00 in Federal funds for the operation of programs by Community Nonprofit Organizations to reduce homelessness in Lexington-Fayette County, and to accept an amount, up to \$141,269.00, of the Grant funds, if the application is approved, for project planning expenses related to monitoring programs funded by the Grant, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of an amount, up to \$35,318.00, as a local match.

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:

November 14, 2024

Linda Gorton

MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1002-24:WDR:4869-3923-8386, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1003-24

File ID: 1003-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 311-2024

In Control: Urban County Council

File Created: 10/01/2024

File Name: Collective Bargaining Negotiations-Frost Brown Todd

Final Action: 11/14/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with the law firm of Frost Brown Todd, LLC, for collective bargaining negotiations with the Divs. of Fire and Emergency Services and Police, at an estimated cost not to exceed \$120,000 in FY2025. [Dept. of Law, Barberie]

Notes: In office 11/14/2024. MS

Stamped and filed in the CCCO. Copies returned to Law 11/15/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: Bluesheet.pdf, AGREEMENT FOR PROFESSIONAL SERVICES.pdf, RESO 1003-24 PA with FBT, LLC 4874-8717-1563 v.1.docx, R-555-2024

Enactment Number: R-555-2024

Deed #:

Hearing Date:

Drafter: Jaala Stone

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1003-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Professional Services Agreement with the law firm of Frost Brown Todd, LLC, for collective bargaining negotiations with the Divs. of Fire and Emergency Services and Police, at an estimated cost not to exceed \$120,000 in FY2025. [Dept. of Law, Barberie]

Summary

Authorization to enter into an Agreement with the law firm of Frost Brown Todd (attorney Joe Scholler) for negotiating services on the Fire and Police collective bargaining Agreements (four Agreements). The term of the Contract is estimated at two (2) years for a cost not to exceed \$120,000 in FY 2025. Funds are Budgeted. (L1003-24) (Barberie)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by [David Barberie]

Risk Management: NA

Fully Budgeted: Yes

Account Number: 1101 194101 1961 71201

This Fiscal Year Impact: \$120,000

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance: \$320,000.00



TO: Linda Gorton, Mayor
Members, Urban County Council

FROM: David Barberie
Department of Law

DATE: September 30, 2024

RE: Collective Bargaining Negotiations

Request:

Authorization to enter into an agreement with the law firm of Frost Brown Todd (attorney Joe Scholler) for negotiating services on the Fire and Police collective bargaining agreements (four agreements).

Why are you requesting?

This action is requested in order to assist the administration with negotiating four collective bargaining agreements for the Divisions of Fire and Emergency Services (two agreements) and Police (two agreements) using a professional negotiator and law firm with previous experience on related LFUCG agreements.

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

The contract covers negotiating the four agreements (estimated time two years) – cost estimated not to exceed \$120,000 in FY 2025.

Are the funds budgeted?

All funds are budgeted

File Number: ¹⁰⁰³__-24

Director/Commissioner: Dave Barberie, Acting Commissioner of Law

4883-3503-8442, v. 1



AGREEMENT FOR PROFESSIONAL SERVICES

This **AGREEMENT** made and entered into this ____ day of _____ 2024 by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter the “**LFUCG**”) and **FROST BROWN TODD LLC**, Frost Brown Todd, 250 West Main Street, Suite 2800, Lexington, KY 40507-1749 (hereinafter “**Firm**”).

WITNESSETH:

WHEREAS, LFUCG will begin the first phase of renegotiation of its collective bargaining agreements for (a) Firefighters Lieutenants and Captains; (b) Fire Majors; (c) Police Officers and Sergeants; and (d) Police Lieutenants and Captains.

WHEREAS, the Firm and Joseph Scholler have extensive knowledge and experience in the area of collective bargaining negotiation, including negotiation and analysis for LFUCG and are well qualified to perform such services; and

WHEREAS, LFUCG wishes to retain the negotiating services of Joseph Scholler, to serve as negotiator for contract discussions and negotiations in regard to collective bargaining for LFUCG; and

WHEREAS, the current collective bargaining agreement for Firefighters Lieutenants and Captains expires on June 30, 2025; and

WHEREAS, the current collective bargaining agreement for Fire Majors expires on June 30, 2026; and

WHEREAS, the current collective bargaining agreement for Police Officers and Sergeants expires on June 30, 2026; and

WHEREAS, the current collective bargaining agreement for Police Lieutenants and Captains expires on June 30, 2026; and

WHEREAS, LFUCG wishes to efficiently utilize the services of the Firm in coordination with the legal services that the LFUCG can provide through its Department of Law;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, LFUCG and the Firm mutually agree as follows:

I. EMPLOYMENT OF THE FIRM

The LFUCG does hereby engage the Firm, and the Firm does hereby accept the engagement in accordance with the covenants and conditions contained herein.

II. SCOPE OF SERVICES

The Firm agrees to provide professional services in accordance with the following terms and conditions:

2.1. Scope of Services. The Firm, through the services of Alexander Ewing, Joseph Scholler, Jennifer Bame and other attorneys as required and approved by LFUCG and the Firm, under the direction and at the request of the Mayor of the Lexington-Fayette Urban County Government (the “Mayor”) and such of her assistants as she may designate, agree to render professional services regarding the collective bargaining process involving LFUCG and its bargaining units to be undertaken pursuant to Kentucky Revised Statutes Chapter 67A.

The Services to be rendered shall be at the direction of the Mayor and/or her designated assistants and shall include the following:

- a. Consult with the Mayor, the Chief of Staff, the Commissioner of Law, the Commissioner of Public Safety and such other of the Mayor’s assistants as she may designate, regarding preparation for, and the conduct of,

negotiations for wages, relevant employee benefits including healthcare benefits, and other terms and conditions of employment;

- b. Develop negotiation positions and proposals including LFUCG goals and objectives;
- c. Analyze union proposals and develop appropriate LFUCG responses;
- d. Act as leader of the LFUCG negotiating team, under the direction of the Mayor and/or her designated assistants at a reasonable number of negotiation sessions;
- e. Develop negotiating plans and strategies including recommendations of the most appropriate course of action to accomplish LFUCG goals;
- f. Provide updates to the Urban County Council upon request of the Mayor;
- g. Assist LFUCG in any subsequent court actions which may result from the negotiations, or other administrative process including impasse proceedings, subject to the supervision of the Commissioner of Law. It is understood that such services will be billed outside “Section 3.1 – Payments” at a rate to be negotiated by the Parties;
- h. Perform any other task which is reasonably necessary to the completion of the negotiation process and the finalization of new labor agreements with the aforementioned bargaining units.

It is understood that LFUCG will collect all necessary comparable jurisdiction wage and benefits data.

III. PAYMENT FOR SERVICES

3.1. Payment for Services.

A. Total Payment. In consideration of the Firm's performance of the variety of services described herein, the total amount of this agreement shall be Sixty Thousand Dollars (\$60,000.00) for each of the following contracts (a) Firefighters Lieutenants and Captains; (b) Fire Majors; (c) Police Officers and Sergeants; and (d) Police Lieutenants and Captains, excluding travel, out of pocket expenses, and any additional services authorized by LFUCG according to this Agreement. Payment for services will begin _____. In the event circumstances arise that changes the scope of the work or increases the expected amount of work, the Commissioner of Law has discretion to negotiate a fair supplemental payment.

B. Computer Research Charges. The Firm agrees that prior to conducting computerized legal research that it will consult with the Commissioner of Law to determine if said research can be performed through the Law Department's existing computer research plan.

C. Partial Payment. LFUCG will make payments to the Firm for services rendered. The Firm shall submit monthly invoices to the LFUCG and the LFUCG shall make payment to the Firm within thirty (30) days after receipt of each invoice. Receipts or detailed descriptions for out-of-pocket expenses claimed must accompany each invoice.

D. Legal Work by LFUCG Department of Law. Should legal opinions be required during negotiations, any legal opinions shall be provided by the Commissioner of Law or designated LFUCG legal staff, unless otherwise requested by LFUCG. Frost Brown Todd LLC shall consult with the Commissioner of Law regarding the substance of such legal opinions if requested.

E. Efficient Transmission of Documents. The Firm agrees that it will utilize electronic transmission of documents whenever possible to avoid facsimile or copying charges.

F. Photocopy Charges. The Firm agrees that it will charge no more than 10 cents per page for black and white photocopies of documents and will use color copying only when necessary during collective bargaining negotiations.

G. With the exception of the above, the parties agree to Frost Brown Todd LLC's Additional Terms and Conditions of Client Engagements (copy attached as Exhibit "A") regarding expense and related issues.

IV. MISCELLANEOUS

4.1. Non-discrimination. The Firm agrees that it will not discriminate against any of its employees or applicants for employment because of their race, color, age, religion, sex, or national origin and agrees to abide by all federal and state laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

4.2. Indemnification; Hold Harmless. The Firm hereby covenants and agrees to indemnify and hold harmless LFUCG, individually and collectively from all fines, suits, claims, demands, actions, costs, obligations, attorney fees, or liability of any kind arising solely out of the negligent actions of the Firm.

4.3. Ownership of Documents. All documents which are obtained or prepared in the performance of this Agreement and/or pertaining to any of the matters with respect to which the Firm is providing services for LFUCG, are to be and will remain the property of LFUCG. Upon request after the termination or expiration of this Agreement, the Firm shall surrender to LFUCG all reports, memoranda, correspondence, files, forms, contracts, documents, estimates, field notes, investigations, studies and other data and other materials (including all copies thereof).

This paragraph shall survive the expiration or termination of this Agreement. The Firm may temporarily retain the reproducible materials described above and prepare copies of any of these documents provided the copies are produced at the Firm's own expense, and a copy of the final contracts negotiated pursuant to this Agreement will be provided to the Firm at LFUCG's expense.

4.4. Assignment of Contract. This Agreement shall not be assignable in whole or in part without the written consent of the parties hereto, and it shall extend to and be binding upon, the heirs, administrators, executors and assigns of the parties hereto.

4.5. Independent Contractor. The retention of and acceptance by the Firm for the rendering of the services agreed herein shall be for the Firm, acting as an independent contractor to LFUCG.

V. CURTAILMENT AND TERMINATION

5.1. Curtailment or Termination of Services. LFUCG and the Firm hereby agree to the full performance of the covenants contained herein. LFUCG reserves the right, at its discretion, to immediately terminate or curtail the services provided pursuant to this Agreement for documented cause, including but not limited to misfeasance, malfeasance, or non-performance of the Agreement by the Firm.

A. In the event LFUCG shall terminate or curtail the services or any part of the services of the Agreement herein provided for cause, LFUCG shall notify the Firm in writing and the Firm shall discontinue work under this Agreement immediately upon receipt of such notice.

B. Either party to this Agreement may terminate this Agreement without cause upon thirty (30) days written notice. During the thirty-day notice period, the Firm shall faithfully carry out its duties under this Agreement to facilitate the bargaining of the contracts referenced

herein. Subject to the provisions of all paragraphs and subparagraphs of Section 3.1, the Firm shall receive compensation in full for services performed to the date of such termination or curtailment. LFUCG shall make this final payment within thirty (30) days after the Firm has delivered the last of any partially completed documents, together with any records that may be required to determine the amount due.

5.2. Term of Agreement. This Agreement shall be effective upon execution by the Mayor, and shall remain in force for twelve months, or upon completion of the negotiation process and execution of new labor agreements, whichever period is longer.

5.3. Acknowledgements.

A. This Agreement contains all the understandings between the parties. It is represented and understood by the parties that the “Whereas” clauses preceding the Terms and Conditions part herein, are an integral part of this Agreement. This Agreement may not be varied, altered, or modified in any way by any party, except by written instrument signed by both appearing parties.

B. In the event that any provision or portions of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

C. This Agreement has been made in and shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Time is of the essence.

D. The parties agree that all discussions, reports, memoranda, correspondence, files, forms, contracts, documents, estimates, field notes, investigations, studies and other data shall remain confidential to the fullest extent permitted by law and the Firm further specifically agrees

to make no public comments about the services being rendered pursuant to this Agreement except as directed by the Mayor or his designated assistants.

E. The parties hereto agree that any suit, action or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (a) in the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky or (b) the United States District Court for the Eastern District of Kentucky, Lexington Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky or the United States District Court for the Eastern District of Kentucky, Lexington Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

F. It is agreed that the Firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to the Firm's work for LFUCG even if the interests of such clients in those other matters are directly adverse to LFUCG, including litigation in which LFUCG or its officers or related entities are parties. The Firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instance where as the result of the Firm's representation of LFUCG, the Firm has obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of the Firm, could be used in any such other

matter by such client to the material disadvantage of LFUCG and/or any of its individual officers or the entities represented by those officers or agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

FROST BROWN TODD LLC
By: Joseph Scholler
JOSEPH SCHOLLER

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
By: _____
LINDA GORTON, MAYOR

WITNESS:

ABIGAIL ALLAN, COUNCIL CLERK

DATE: _____

EXHIBIT A

FROST BROWN TODD LLP

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. Expenses. Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as court costs, hard copy document reproductions, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, fees of court reporters and charges for depositions, fees for expert witnesses, and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.

2. Monthly Statements. Unless a different billing period is agreed upon with the Client, the Firm will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for the Firm to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.

3. Retainers. Any retainer payment will normally be less than the Firm's ultimate fees and expenses, which must be kept current irrespective of your retainer payment(s). Such a payment or series of payments is not intended as a limitation upon the Firm's fees and expenses. Retainer payments will be deposited into a client trust account (which you agree may be maintained outside the state of the engagement letter signatory's office), and we may draw against it to satisfy any of your invoices that are more than 60 days past due. We may require that the retainer be replenished as a condition of continuing work on your behalf. In addition, we may request additional retainer payments if you request additional services and we agree to provide them, or if we determine that the cost of the required services and expenses to be incurred on the engagement may exceed any retainer balance. Additional retainer payments must be made within 15 days of the dates we request them. We reserve the right to discontinue our representation until you make such requested payments. The Firm may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.

4. Litigation Matters. If this engagement involves litigation, the Client may be required to pay the opposing party's court costs. Such costs include filing fees, witness fees, and fees for depositions and documents used at trial. We will not settle litigated matters without the Client's express consent. We require the Client's active participation in all phases of the case.

5. Waiver of Future Conflicts. In deciding whether to consent to future conflicts as described in the engagement letter, the Client should consider how you might be affected by our

Firm being adverse to you in another matter, or by our representing you in a matter in which the adverse party is also a client of the Firm (albeit in other matters). Because we would not be adverse to the Client on the same matter on which we represented the Client (or one substantially related to such matter), we do not believe that there is any material risk that our commitment and dedication to the Client's interests will be adversely affected. Furthermore, your waiver of future conflicts does not waive your right to have our Firm maintain the confidentiality of client information obtained by us in representing you. If our representation of another client in a matter is directly adverse to you, our lawyers who have had significant involvement in our work for you will not work on the matter for such other client. We will take appropriate measures to ensure that your proprietary or other confidential information will not be made available to lawyers or others in our Firm involved in such matter. On the other hand, in our representation of other clients pursuant to this waiver of future conflicts, we may obtain confidential information of interest to you that we cannot share with you.

6. Generative AI. Unless you expressly instruct us otherwise, we may use on your matters applications that incorporate generative artificial intelligence that meet the Firm's security protocols, are not open-source applications, and are otherwise approved by the Firm. We may also train such applications using our information-management systems, which may include work product we created for you. We will comply with applicable ethics and court rules in any use of generative artificial intelligence.

7. Insurance coverage. Unless we have been explicitly retained to address insurance coverage issues (as documented in this engagement letter), we have no responsibility or obligation to (a) identify any potentially applicable insurance coverage, (b) provide notice to any carrier, or (c) advise the Client on issues relating to insurance coverage at any point during our representation.

8. Corporate Transparency Act. Unless we have been explicitly retained to advise on compliance with the federal Corporate Transparency Act or any similar state statute (collectively "CTA"), we have no responsibility to advise the Client on compliance with the CTA or applicability of CTA exemptions. When our work on behalf of the Client involves creating a new legal entity, we will provide to the Client any Firm-specific information required for a CTA filing. We will not be responsible for making any initial or updated filing required under the CTA, which shall remain the responsibility of the Client.

9. Termination. The Client has the right to terminate our representation at any time by notifying us of your intention to do so in writing. We will have the same right, subject to an obligation to give the Client reasonable notice to arrange alternative representation. If either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us.

10. Withdrawal. Under the rules of professional conduct by which we are governed, we may withdraw from our representation of the Client in the event of, among other reasons, (a) nonpayment of our fees and expenses; (b) misrepresentation or failure to disclose material facts concerning the engagement; (c) action taken by the Client contrary to our advice; and (d) in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.

11. Post-Engagement Services. The Client is engaging our Firm to provide legal services in connection with a specific matter. After completion of that matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and obligations. Unless the Client engages us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise the Client with respect to future legal developments.

12. Retention and Disposition of Documents. At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although the Firm reserves the right to retain copies of any such documents as it deems appropriate. Our own files pertaining to the matter will be retained by the Firm. These firm files include, for example, administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that are retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

13. Audit letters. We will comply strictly with, and not go beyond, the terms of the ABA Statement of Policy Regarding Lawyers' Responses to Auditors' Requests for Information (December 1975) in any response that you request we make to your auditors regarding "loss contingencies" affecting you.

14. Consultation with Firm Counsel. From time to time, issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues and could even include issues raised because of a dispute between us and a client over the handling of a matter. The Firm has in-house counsel who advise the Firm's lawyers in such matters. We believe that it is in our clients' interest, as well as the Firm's interest, that in the event issues arise about our duties and obligations as lawyers, we receive candid and confidential advice from counsel versed in these subjects. Accordingly, the Client agrees that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our Firm's counsel (either the Firm's internal counsel or, if we choose, outside counsel), we have the Client's consent to do so and that our representation of the Client shall not waive any attorney-client privilege that the Firm may have to protect the confidentiality of our communications with our internal or outside counsel.

15. Retirement Plan Advice. If the Client engages the Firm to provide legal services with respect to a retirement plan that is subject to the Employee Retirement Income Security Act, the Client should be aware that certain "covered service providers" must disclose some very specific information to the Client as a responsible fiduciary before the Client engages those services. While the Firm would not usually be serving as a "covered service provider," there are some situations in which it might be. A description of the disclosures required in those situations can be located at [final-regulation-service-provider-disclosures-under-408b2.pdf \(dol.gov\)](#).

16. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any action we deem advisable on the Client's behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.

0002082.0625120 4865-3494-1417v1

RESOLUTION NO. ____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FROST BROWN TODD, LLC, FOR COLLECTIVE BARGAINING NEGOTIATIONS WITH THE DIVISIONS OF FIRE AND EMERGENCY SERVICES AND POLICE, AT AN ESTIMATED COST NOT TO EXCEED \$120,000.00 IN FY2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Professional Services Agreement, which is attached hereto and incorporated herein by reference, with the law firm of Frost Brown Todd, LLC, for collective bargaining negotiations with the Division of Fire and Emergency Services and the Division of Police.

Section 2 – That an amount, estimated not to exceed the sum of \$120,000.00 in FY2025, be and hereby is approved for payment to Frost Brown Todd, LLC from account #1101-194101-71201, 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

1003-24:DJB:4874-8717-1563, v. 1

RESOLUTION NO. 555 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF FROST BROWN TODD, LLC, FOR COLLECTIVE BARGAINING NEGOTIATIONS WITH THE DIVISIONS OF FIRE AND EMERGENCY SERVICES AND POLICE, AT AN ESTIMATED COST NOT TO EXCEED \$120,000.00 IN FY2025.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Professional Services Agreement, which is attached hereto and incorporated herein by reference, with the law firm of Frost Brown Todd, LLC, for collective bargaining negotiations with the Division of Fire and Emergency Services and the Division of Police.

Section 2 – That an amount, estimated not to exceed the sum of \$120,000.00 in FY2025, be and hereby is approved for payment to Frost Brown Todd, LLC from account #1101-194101-71201, 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:

November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1006-24

File ID: 1006-24

Type: Ordinance

Status: Approved

Version: 1

Contract #:

In Control: Urban County Council

File Created: 10/02/2024

File Name: CEPF Increase Base Annuity 2025

Final Action: 11/14/2024

Title: An Ordinance creating Subsection 6-53(b)(9) of the Code of Ordinances relating to pensions - other than Police and Firemen, specifically, pensions on retirement, to provide for an increase of three percent (3%) to each retiree's base annuity or the annuity paid to the retiree's widow or dependent children, effective January 1, 2025. [Council Clerk's Office, Allan]

Notes:

Sponsors:

Enactment Date: 11/14/2024

Attachments: Bluesheet Memo, Historical_Funded_Ratio - Impact of Benefit Changes, 2023 Ordinance, Draft ORD 1006-24 (CEPF 3% Annuity Increase) .2 . 4893-9984-0491, ORD 1006-24 (CEPF 3% Annuity Increase) 4893-9984-0491 v.2.docx, O-114-2024

Enactment Number: O-114-2024

Deed #:

Hearing Date:

Drafter: Samantha Coleman

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 | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1006-24

Title

An Ordinance creating Subsection 6-53(b)(9) of the Code of Ordinances relating to pensions - other than Police and Firemen, specifically, pensions on retirement, to provide for an increase of three percent (3%) to each retiree's base annuity or the annuity paid to the retiree's widow or dependent children, effective January 1, 2025. [Council Clerk's Office,

Allan]

Summary

Authorization to amend Section 6-53 of the Code of Ordinances to provide for a three percent (3%) increase, effective January 1, 2025, to each retiree or beneficiary's base annuity. The increase will apply to all annuity payments made after January 1, 2025. The pension is a "closed" fund, and as of September 2024, there are 7 retirees and 19 beneficiaries participating in the fund, which is over 500% funded. (L1006-24)
(Allan/Hamilton)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

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

Fully Budgeted [select]: Yes

Account Number: 5002-505004-0001-6XXXX

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

Budget Reference:

Current Balance:



TO: Mayor Gorton and the Urban County Council
 FROM: Abigail Allan
 CC:
 DATE: October 2, 2024
 SUBJECT: City Employees' Pension Fund Annuity Increase/ Ordinance Amendment

Request:

Authorization to amend Section 6-53 of the Code of Ordinances to provide for a three percent (3%) increase, effective January 1, 2025, to each retiree or beneficiary's base annuity. The increase will apply to all annuity payments made after January 1, 2025. The pension is a "closed" fund, and as of September 2024, there are 7 retirees and 19 beneficiaries participating in the fund, which is over 500% funded.

Why are you requesting?

On July 30, 2024, the Board voted unanimously to increase the base annuity pay to provide a 3% annuity increase to retirees, and beneficiaries, participating in the City Employee's Pension Fund. The prior COLA increase was approved in 2023, and the Ordinance is attached for reference (O-139-2023). The projected financial impact listed in the table below is based on the most recent data available:

| | Current Scenario | Base Adjustment Increase 5.0% |
|--|------------------|-------------------------------|
| Nominal Dollars of Projected Payments² | \$ 7,933,546 | \$ 8,330,223 |
| Actuarial Accrued Liability¹ | \$ 5,528,531 | \$ 5,804,961 |
| Funded Ratio¹ | 578.7% | 551.1% |
| Liability Defeasing Portfolio³ | \$ 5,689,682 | \$ 5,974,170 |



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

The cost for this FY is:

The cost for future FY is:

Are the funds budgeted?

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

Account number: 5002-505004-0001-6XXXX

File Number: 1006-24

Director/Commissioner: Allan/Hamilton



LEXINGTON FAYETTE URBAN COUNTY GOVT EMPLOYEES PENSION PLAN
Analysis as of June 30, 2023

| | Current Scenario | Base Adjustment Increase 5.0% |
|--|------------------|-------------------------------|
| Nominal Dollars of Projected Payments² | \$ 7,933,546 | \$ 8,330,223 |
| Actuarial Accrued Liability¹ | \$ 5,528,531 | \$ 5,804,961 |
| Funded Ratio¹ | 578.7% | 551.1% |
| Liability Defeasing Portfolio³ | \$ 5,689,682 | \$ 5,974,170 |

(1) Actuarial Accrued Liability and Funded Ratio is provided within the "Report on the Valuation of the Lexington Fayette Retirement System for Employees of the Urban County Government prepared by Cavanaugh Macdonald Consulting, LLC prepared as of July 1, 2023, under Current Scenario.
(2) Provided by Todd Green of Cavanaugh Macdonald Consulting in an excel spreadsheet.
(3) Amount required for the Liability Defeasing Portfolio is discounted at a rate of 5.44%.

ORDINANCE NO. 139 - 2023

AN ORDINANCE CREATING SUBSECTION 6-53(b)(8) OF THE CODE OF ORDINANCES RELATING TO PENSIONS – OTHER THAN POLICE AND FIREMEN, SPECIFICALLY, PENSIONS ON RETIREMENT, TO PROVIDE FOR AN INCREASE OF FIVE PERCENT (5%) TO EACH RETIREE’S BASE ANNUITY OR THE ANNUITY PAID TO THE RETIREE’S WIDOW OR DEPENDENT CHILDREN, EFFECTIVE JANUARY 1, 2024.

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

Section 1 – That Subsection 6-53(b)(8) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

- (8) In the first pay period following January 1, 2024, all persons receiving a pension benefit shall receive an increase of five percent (5%) to the base amount of their pension benefit.

Section 2 – That this Ordinance shall become effective on January 1, 2024.

PASSED URBAN COUNTY COUNCIL: December 5, 2023

Rinda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: December 14, 2023
1087-23.ANB.X:\CASES\LAW\23-LE0001\LEG\00800204.DOCX

ORDINANCE NO. _____ - 2024

AN ORDINANCE CREATING SUBSECTION 6-53(b)(9) OF THE CODE OF ORDINANCES RELATING TO PENSIONS – OTHER THAN POLICE AND FIREMEN, SPECIFICALLY, PENSIONS ON RETIREMENT, TO PROVIDE FOR AN INCREASE OF THREE PERCENT (3%) TO EACH RETIREE’S BASE ANNUITY OR THE ANNUITY PAID TO THE RETIREE’S WIDOW OR DEPENDENT CHILDREN, EFFECTIVE JANUARY 1, 2025.

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

Section 1 – That Subsection 6-53(b)(9) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

- (9) In the first pay period following January 1, 2025, all persons receiving a pension benefit shall receive an increase of three percent (3%) to the base amount of their pension benefit.

Section 2 – That this Ordinance shall become effective on January 1, 2025.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:

ORDINANCE NO. _____ - 2024

AN ORDINANCE CREATING SUBSECTION 6-53(b)(9) OF THE CODE OF ORDINANCES RELATING TO PENSIONS – OTHER THAN POLICE AND FIREMEN, SPECIFICALLY, PENSIONS ON RETIREMENT, TO PROVIDE FOR AN INCREASE OF THREE PERCENT (3%) TO EACH RETIREE’S BASE ANNUITY OR THE ANNUITY PAID TO THE RETIREE’S WIDOW OR DEPENDENT CHILDREN, EFFECTIVE JANUARY 1, 2025.

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

Section 1 – That Subsection 6-53(b)(9) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

- (9) In the first pay period following January 1, 2025, all persons receiving a pension benefit shall receive an increase of three percent (3%) to the base amount of their pension benefit.

Section 2 – That this Ordinance shall become effective on January 1, 2025.

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

1006-24:ANB:4893-9984-0491, v. 2

ORDINANCE NO. 114 - 2024

AN ORDINANCE CREATING SUBSECTION 6-53(b)(9) OF THE CODE OF ORDINANCES RELATING TO PENSIONS – OTHER THAN POLICE AND FIREMEN, SPECIFICALLY, PENSIONS ON RETIREMENT, TO PROVIDE FOR AN INCREASE OF THREE PERCENT (3%) TO EACH RETIREE’S BASE ANNUITY OR THE ANNUITY PAID TO THE RETIREE’S WIDOW OR DEPENDENT CHILDREN, EFFECTIVE JANUARY 1, 2025.

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

Section 1 – That Subsection 6-53(b)(9) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is created to read as follows:

- (9) In the first pay period following January 1, 2025, all persons receiving a pension benefit shall receive an increase of three percent (3%) to the base amount of their pension benefit.

Section 2 – That this Ordinance shall become effective on January 1, 2025.

PASSED URBAN COUNTY COUNCIL: November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL

PUBLISHED: Nov. 22, 2024-1t
1006-24:ANB:4893-9984-0491, v. 2





Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1007-24

File ID: 1007-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 373-2024

In Control: Urban County Council

File Created: 10/02/2024

File Name: cieTrade MRF Software License Agreement

Final Action: 11/14/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with cieTrade Systems, Inc., for three software licenses and database at a cost not to exceed \$18,750. [Dept. of Environmental Quality and Public Works, Albright]

Notes: Stamped and filed in the CCO. Returned to Mason Coffey via scans 1/27/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: cieTrade Bluesheet Memo October022024 Updated Terms, CIETRADE-STD-EULA2024 Edited Agreement 10022024 (2), 1007-24 cie 4881-6193-1246 v.1.doc, R-561-2024, Contract #374-2024

Enactment Number: R-561-2024

Deed #:

Hearing Date:

Drafter: Mason Coffey

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 | 10/15/2024 | Removed From Docket | | | | Pass |
| 1 | Urban County Council Work Session | 10/22/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1007-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with cieTrade Systems, Inc., for three software licenses and database at a cost not to exceed \$18,750. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to enter into an Agreement with cieTrade Systems, Inc. to purchase three (3) software licenses and a production database to assist with accurately tracking revenue and tonnages of materials at the Materials Recovery Facility and for more efficient reporting, for a total software license fee of \$18,750 in FY 2025, in addition to annual support, and estimated professional services. Funds are Budgeted. (L1007-24) (Howard/Albright)

Budgetary Implications [select]: **Yes**

Advance Document Review:

Law: { Select **Yes/No**, Completed by Michael Sanner, 10/02/2024}

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

Fully Budgeted [select]: **Yes**

Account Number: 1115-303501-0001-71208 \$10,000

1115-303505-3571-71299 \$21,846

This Fiscal Year Impact: \$31,846

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: fully Budgeted



MEMORANDUM

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
John Howard, Acting Director
Division of Waste Management

DATE: October 8, 2024

SUBJECT: Request Council Authorization to Execute a Software License & Support Agreement with cieTrade Systems, Inc. to Obtain User Software Licenses and Production Database Between LFUCG Material Recovery Facility (MRF) Division of Waste Management and cieTrade Systems, Inc.

Request: The purpose of this memorandum is to request approval to enter into an agreement with cieTrade Systems, Inc. to purchase Software Licenses and Production Database to assist with accurately tracking revenue and tonnages of materials for both inbound and outbound loads at the Materials Recovery Facility. This agreement would allow the division to be more efficient with revenue reports to our affiliates and annual reporting requirements.

Authorization to: Approve purchase agreement for Software Licenses (3) Software Licenses fees \$6,250 each – Total \$18,750 Annual Support and Maintenance \$4, 128 and Production Database. This agreement shall have an Initial 60 month term for the use of licenses, maintenance and support. Upon expiration of the initial term, as long as license fees are paid in full, the agreement for continued Maintenance & Support can continue for up to an additional 24 months at the current rate. After that time cieTrade reserves the right of a rate increase up to 10% per year. If LFUCG cancels, fails to renew or fails to pay Maintenance & Support fees within 45 days after they are due cieTrade has the right to charge a \$7500 reinstatement fee to reestablish Maintenance & Support. LFUCG has a right to terminate Agreement with or without cause. If this Agreement is Terminated for any reason LFUCG will be required to pay the Licenses fees in full and be entitled to continue authorized use of the licensed program without restriction. However, cieTrade shall have no further obligation to provide any assistance or support under any circumstances.

Why are you requesting? For several years the MRF Division of Waste Management has been using an outdated Excel program to produce reports and track commodities. The Excel program is no longer serving it's intended purpose without extensive time of multiple staff members correcting flaws in the formulas running the program causing delays in reporting. This agreement would allow the Division to work with cieTrade to continue to improve the tracking of commodities and revenue of the MRF.



MAYOR LINDA GORTON



LEXINGTON

TRACEY THURMAN
DIRECTOR
WASTE MANAGEMENT

Are the funds budgeted? Yes. Account: 1115-303501-0001-71208 FY25 \$10,000
Account: 1115-303505-3571-71299 FY25 \$21,846

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

cc: Nancy Albright, Commissioner- EQPW



Software License & Support Agreement

Customer:

Company: Lexington Fayette Urban County
Government (LFUCG) Division of Waste
Management

Contact: Tracey Jackson

Address: 675 Byrd Thurman Dr,
Lexington, KY 40510

Phone: 859 280-8584
Email: tmcelroy@lexingtonky.gov

Contract Date: October 2, 2024

Contract No. 5023b

Contract Terms:

- User Licenses/Database **3** concurrent user licenses and (1) production database included.
- Software License Fees **\$ 6250. USD** per concurrent user license. Total license cost is **\$ 18750.**
This agreement is a commitment to purchase software licenses based on a one-time perpetual license fee. The number of licenses purchased cannot be reduced.
First payment is due upon contract execution
All Payments are Due Upon Receipt of Invoice.
- Annual Support & Maintenance Based on 22% of the value of the software licenses per annum.
\$ 344. USD / month for **3** user licenses. Billed and renewed annually.
First year only, 9 months prepaid from October 1 2024 – June 30 2025, \$3096
Annual Renewal starting July1 2025 \$4128.00
Includes access to our “Help-Desk” from 9:00am – 7:00pm ET for support issues directly related to cieTrade or its integration with authorized accounting software, software updates, fixes, release notes, minor software modifications subject to the terms in section (4.2), and access to our online case management portal: cieTrade.freshdesk.com
- Professional Services Billed at the rate of \$225. per hour on a fixed project basis.
May to be used as needed for data conversion, custom reports, custom inquiries or other programming changes as required subject to Section 5.
- Software Assurance Included - Fully automated delivery of software updates and patches at each user desktop to support rapid turn-around of new features or fixes subject to the terms in section (3.2). Seamless migration to all future versions and supported technologies with no incremental fees or costs and without any impact on preexisting customizations provided for the benefit of the Customer when performed outside of the cieTrade software
- Professional Services Billed at the rate of \$195. per hour on a fixed project basis. May be applied to create custom report data feeds, EDI development or other approved Programming requests subject to section (5)
- On-Site Training Services \$ 1675 /Diem fixed, regardless of the number of personnel in attendance. On site support services may be used for: Installation, Training, and Business Consulting as needed. Excludes all travel and accommodation expenses, which are billed separately. (Not required)
- Online (Web Training) \$ 1350 for 2 two (3 hour sessions) for a total of 6 hours.
- Software Installation & Upgrades Includes remote installation of database objects and desktop client installation procedures. Customer or their IT consultant is responsible for the installation of client software.
- Data Conversion Included. Limited to account, product, order data, accounts receivable and accounts payable if applicable. It is the customer’s responsibility to provide the data to be loaded in cieTrade provided data templates.
subject to an additional fee of \$ 195. /Hr.
- Additional User Licenses **\$ 6250. USD** per license plus **\$ 114.00 /Month** support. Additional user license fees and support rate may be subject to change after 60 months.
- Exclusions: The following list of products and services are excluded from this Agreement:
Web Site or Web Portal development and/or integration with third party or existing web sites or accounting systems, technology consulting, systems hardware, accounting software and any related support services including training or custom development for such software.

NAME _____ SIGNATURE _____ DATE _____

This Agreement (“Agreement”) between cieTrade Systems Inc. (“CIE”) and **Lexington Fayette Urban County** (“Customer”) is subject to the following terms and conditions:

Definitions:

BACK-END ACCOUNTING SOFTWARE

Means the CIE-approved accounting software package to be used in conjunction with the Licensed Program.

LICENSE AND SUPPORT FEES

Means the aggregate fees being paid over 60 months according to the terms set forth or referred to in the Contract Terms.

LICENSED PROGRAM

Means the cieTrade System Software with all of the specifications, features, functionalities and modules, all documentation for such cieTrade System Software, and all derivative and ancillary application programs and related documentation that support such cieTrade System Software, including but not limited to eScale and cieWarehouse.

CONTRACT DATE

Means the date printed at the top left corner on page one of this Agreement.

CONTRACT TERMS

Means the Contract Terms as set forth on page one of this Agreement.

ACCOUNTING SOFTWARE VENDOR

Means the company or business that creates or manufactures the Back-end Accounting Software.

CONFIDENTIAL INFORMATION

Has the meaning given in Section 11 of this Agreement.

1. Grant Of License

CIE hereby grants Customer a non-exclusive, perpetual worldwide license to use in Customer’s normal business operations one “installation” of the Licensed Program on Customer’s computer network, subject to the terms and conditions of this Agreement. An “installation” is defined as including (a) one instance of the Licensed Program’s database objects installed on each of Customer’s applicable databases and related object code installed on each of Customer’s servers that Customer identifies for installation of the Licensed Program and (b) one copy of the Licensed Program for each concurrent user up to the maximum number of licenses purchased by Customer. Installation shall occur as soon as practicable following execution of this Agreement and shall be accomplished by download from CIE’s FTP site. Customer shall not use the Licensed Program in the operation of a service bureau or in any other manner which would result in the use of the Licensed Program for the processing of any transaction(s) to which Customer is not a party. The Licensed Program, any modifications made to the Licensed Program, and any derivative works thereof shall remain the exclusive property of CIE. Customer shall not copy, transfer, distribute, sublicense, publicly display, rent, lease, modify, adapt, reverse engineer, decompile, or disassemble the Licensed Program under any circumstances, except as may be specifically authorized by this Agreement or otherwise agreed to in writing by the parties. CIE reserves all rights not expressly granted herein.

1a. Sublicense

Customer shall have the right to permit its affiliates, subsidiaries and corporate parents, and all other entities that perform transactions to which Customer is a party (“Permitted sub licensees”), to access and use the Licensed Program subject to the availability of concurrent user licenses as specified in the Contract Terms, provided that with regard to each Permitted sub licensee, Customer shall: (a) obtain an agreement in writing (for the benefit of CIE) wherein such permitted sub licensee agrees to be

bound by the provisions of this Agreement, to look solely to the Customer for all warranty, training, maintenance, support and relief for any injury or damage resulting from the use or inability to use the Licensed Programs; (b) defend and indemnify CIE at its expense any action brought against CIE by such Permitted Sublicensed based upon any claim relating to the Licensed Programs; and (c) pay any costs and damages awarded against CIE in any action and shall be entitled to control the defense of any such claim. Customer shall not have the right to sublicense, assign or transfer the Licensed Programs to third parties to which the Customer is not a party to the transactions performed by that entity consistent with the definition of a service bureau without the expressed written consent of CIE.

2. License Maintenance and Support Fees.

All license and support fee payments as specified in the Contract Terms shall be paid in United States Dollars. The initial license and/or support fee payment will be due and payable upon execution of this Agreement by Customer. All subsequent payments will be due and payable as of the first business day of each subsequent month. The monthly support fee will include, during the Term: (a) maintenance, which is defined as error or bug fixes of the Licensed Program; (b) Help Desk support via telephone and email for technical and business support cases; and (c) all software updates and release notes as made available by CIE. The fees for maintenance and support shall not cover support to address any damage or error caused by modification of the Licensed Program by Customer or any unauthorized third party.

3. Software Updates

(3.1) Customer will be entitled to receive software updates for the Licensed Program throughout the term provided that the Software License fees and the Software Maintenance and Support fees are paid by Customer in accordance with Section 2 and as indicated in the Contract Terms. During the term, CIE shall make available for use by Customer all software updates for the Licensed Program that CIE makes available to any other user of the Licensed Program or of any other CIE product that is identical or substantially similar to the Licensed Program. Unless otherwise agreed in writing by the parties, CIE’s contractual responsibility with regard to software updates will be limited to making available the necessary files to perform the update available for download from CIE’s FTP site and to providing written instructions for proper installation during the term. CIE may elect, with Customer’s express permission, to provide and install software updates on behalf of Customer.

(3.2) In order for CIE to perform remote software updates on behalf of Customer, Customer must comply with all of CIE’s data communication and access requirements as specified in the cieTrade Technical Requirements Document, which Customer shall review and acknowledge prior to receiving the Installation. If Customer is unable to comply with the Technical Requirements, then it will be Customer’s responsibility to successfully install any necessary software, hardware, modifications and updates. In no event will CIE assume any liability for damages arising from the incorrect installation of software updated directly by the Customer.

4. Software Support

(4.1) During the Term, Customer will be entitled to request reasonable support for technical, administrative, accounting, and usability issues that are directly related to cieTrade, the Licensed Program or any Back-End Accounting Software obtained through CIE, either by contacting the cieTrade Help desk via telephone between the hours of 9:00am and 6:00pm eastern time or by submitting an email message to support@cietrade.com. In the event that CIE determines that

an issue specifically pertaining to the Back-End Accounting Software cannot be resolved by CIE, CIE will promptly so notify the Customer and the Customer will be responsible for obtaining support for such issues directly from the Accounting Software vendor, with reasonable cooperation by CIE. While CIE will make its best effort to support the Back-End Accounting Software used by Customer, under no circumstances will CIE be responsible for providing technical support for, nor will CIE be liable for any claims related in any way to the use of, the Back-End Accounting Software. Notwithstanding anything to the contrary in Section 4, CIE shall provide and be liable to Customer for technical support, issue resolution, and any claims relating to or arising from the integration and interaction of the Licensed Program with the Back-End Accounting Software. If Customer requests support to address an error, Customer shall have documented and attempted to duplicate the error prior to contacting CIE for support for resolution of such error.

(4.2) Under the terms of Software Support, CIE may elect to provide the Customer with programming changes or other modifications to the software at no additional cost to the Customer. However, in all cases and without exception nor limitation of any kind, CIE will maintain an exclusive right to determine whether such requests will be acted upon, when they will be delivered, and in what manner they will be implemented. Otherwise, all such requests will be provided under Professional Services (section 5) for an additional fee.

5. Professional Services.

CIE may provide the customer with Professional Services as set forth in the Contract Terms, including custom programming changes to the Licensed Program. CIE will retain exclusive discretion and authority over all aspects of requests for Professional Services including commitment and scheduling. All Professional Services fees will be charged for at the rate of **225** /hour for services provided in excess of any time specified in the Contract Terms. CIE shall perform all Professional Services for Customer in a professional and workmanlike manner that (i) is consistent with industry best practices and standards, (ii) complies with all applicable laws and regulations, (iii) meets all specifications and standards for the services, if any, agreed upon by the parties in writing (if applicable), and (iv) consistent with Customer's applicable policies and practices that Customer provides in writing to CIE before the performance of the services.

6. Termination

(6.1) This Agreement shall terminate immediately if (a) Customer fails to comply with any term or condition of this Agreement and such failure continues for a period in excess of ~~fifteen~~ (15) days after receipt of CIE's written notice advising Customer of the failure to comply; or (b) Customer notifies CIE in writing that this Agreement is terminated.

(6.2) Customer shall have the right to terminate this Agreement at any time with or without cause. If Customer terminates this Agreement after the total Software License Fees are paid in-full, Customer will be entitled to continue authorized use of the Licensed Program without restriction. However, upon termination, CIE shall have no further obligation to provide any assistance or support to the Customer under any circumstances.

(6.3) If this Agreement is terminated for any reason and the total Software License Fees for the Licensed Program have not been paid in-full, then Customer can either pay the outstanding balance of the total Software License Fees to continue using the Licensed Program, or

Customer shall immediately discontinue the use of the Licensed Program, remove all copies of the Licensed Program from any computer, database or workstation upon which it had been installed and immediately return all copies it has of the Licensed Program to CIE. No termination by Customer shall be effective unless and until the total License Fees have been paid in-full or Customer has complied fully with its obligations under this Section 6.3.

(6.4) Provided Customer is in compliance with the obligations of Section 6.3, above, Customer shall have no obligation to continue paying monthly license fee or monthly support fees after the effective date of the termination of this Agreement. Notwithstanding the foregoing, Customer shall be responsible for all fees incurred prior to termination.

7. Cancellation and Renewal of Maintenance and Support

(7.1) Customer shall have the right to continue Software Maintenance and Support at the end of the Term at the prevailing rate as stated in this agreement for a period of up to 24 months. After that time, CIE will reserve the right to alter the cost for ongoing software maintenance and support at a rate of by no more than 10% per year.

(7.2) In the event that Customer cancels Maintenance and Support, fails to renew Maintenance and Support or fails to pay Maintenance and Support fees within 45 days after they are due, CIE will have the right to charge the Customer a \$7,500.00 reinstatement fee to reestablish Software Maintenance and Support.

8. LIMITED WARRANTY

CIE WARRANTS THAT THE LICENSED PROGRAM WILL OPERATE AS SPECIFIED, WITHOUT ERROR, AND WILL PROVIDE THE FEATURES, FUNCTIONALITIES AND RESULTS, AND MEET THE PERFORMANCE STANDARDS AND OTHER SPECIFICATIONS, FOR THE LICENSED PROGRAM THAT ARE SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTATION APPENDED TO THIS AGREEMENT. CIE WARRANTS THAT THE LICENSED PROGRAM AND ALL UPDATES TO IT WILL, AS AND WHEN PROVIDED TO CUSTOMER, BE FREE OF VIRUSES AND MALICIOUS OR HARMFUL SOFTWARE CODE, AND WILL NOT CONTAIN OR REQUIRE FOR PROPER OPERATION ANY OPEN-SOURCE CODE THE EXISTENCE OF WHICH CIE HAS NOT PREVIOUSLY DISCLOSED IN WRITING TO CUSTOMER.

CUSTOMER'S EXCLUSIVE REMEDY FOR THE BREACH OF WARRANTY SHALL BE LIMITED TO THE CORRECTION OF THE ERROR OR OTHER WARRANTY FAILURE BY CIE OR THE TERMINATION OF THE AGREEMENT AS PROVIDED FOR IN SECTION 6. THE CHOICE OF REMEDIES SHALL BE MADE AT THE OPTION OF CUSTOMER. EXCEPT FOR THE FOREGOING WARRANTY, CIE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY PROVIDED HEREIN SHALL IMMEDIATELY TERMINATE UPON ANY MODIFICATION MADE TO THE LICENSED PROGRAM OR ITS DATABASE STRUCTURE BY ANY PERSON OR ENTITY OTHER THAN CIE. EXCEPT TO THE EXTENT THE DOCUMENTATION FOR THE LICENSED PROGRAM CONTEMPLATES OR SPECIFIES ANY HARDWARE OR OPERATING SYSTEMS, CIE MAKES NO WARRANTY THAT THE HARDWARE OR ITS OPERATING SYSTEMS SELECTED BY CUSTOMER ARE ADEQUATE TO ALLOW THE LICENSED PROGRAM TO OPERATE EFFICIENTLY.

9. LIMITED LIABILITY

CIE'S TOTAL LIABILITY TO CUSTOMER, INCLUDING LIABILITY FOR ANY BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION, SHALL BE LIMITED AND SHALL NOT EXCEED THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL CIE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF CIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CIE shall be responsible for any personal injury or property damage caused by its employees willful or negligent conduct while on LFUCG property.

10. General

(10.1) No modifications of this Agreement shall be valid or binding on either party unless acknowledged in writing and signed by a duly authorized officer of each party.

(10.2) Both parties understand and agree that violation of any provision of this Agreement may cause damage to the other party in an amount which is impossible or extremely difficult to ascertain. Accordingly, without limitation to any other remedy available at law, the injured party shall be entitled to seek injunctive relief restraining the other party from continuing to violate the terms and provisions of this Agreement.

(10.3) Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than Customer's obligation to remit payment hereunder) if such delay or failure arises from any cause beyond the reasonable control of such party, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, shortages of materials, utility or communication failures, earthquakes, casualty, war, riots, actions, restrictions, regulations or orders of any government, agency or subdivision thereof. Notwithstanding anything to the contrary in this Agreement, Customer shall not be obligated to continue to make payments to CIE under this Agreement (excluding any outstanding balances) during any period in which CIE fails to perform its obligations under this Agreement for reasons contemplated in this Section 10.3 and such failure continues for more than five (5) consecutive business days following notice of such failure to CIE by Customer.

(10.4) Each of the parties acknowledges and agrees that (a) it has read all the terms of this Agreement, (b) it is authorized to enter into this Agreement, (c) it will be bound by the terms and conditions of this Agreement, and (d) this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all prior communications and agreements between the parties relating to the subject matter of this Agreement. If any provision of this Agreement shall be deemed invalid and/or inoperative, under any applicable state or rule of law, it is to that extent to be deemed modified so as to provide the most similar enforceable economic effect and shall have no effect as to any other provision contained in this Agreement.

(10.5) Customer agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of CIE either directly or through any third party or entity, for a period of two (2) years subsequent to an employee's last day of work for CIE, regardless of the circumstances surrounding employee's cause of termination of employment.

(10.6) Upon termination of this Agreement, CIE shall have the right to remove any CIE provided diagnostic software.

(10.7) Except as otherwise contemplated in this Agreement, there are no third-party beneficiaries to this Agreement and this Agreement is for the sole and exclusive benefit of CIE and Customer and shall not be deemed to be for the direct or indirect benefit of the clients or customers of Customer or CIE or any entities associated in any way with Customer or CIE.

(10.8) CIE shall be entitled to perform all system diagnostics and error corrections from CIE's offices, to the extent possible.

(10.9) The provisions of Sections 6, 8, 9, 10, 11, 12 shall survive termination of this Agreement or any portion thereof.

(10.10) This Agreement shall be construed and enforced under Connecticut law without giving effect to its choice of law rules. Any claim or dispute arising out of this Agreement (including, without limitation, claims sounding in tort) shall also be governed by Connecticut law and shall be brought exclusively in the state or federal courts of Connecticut. The parties hereby: (a) waive all right to trial by jury; (b) consent to the jurisdiction of the state and federal courts of Connecticut; and (c) consent that any process or notice or other application to the court or a judge thereof may be served within or without the State of Connecticut by registered or certified mail, or by personal service, provided a reasonable time for appearance is allowed.

(10.11) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.

(10.12) All notices or other communications given under this Agreement shall be in writing, sent to the address or facsimile hereinbefore set forth as principal place of business or such other addresses as CIE or Customer may designate in writing. Any notice to either party under this Agreement shall be deemed to have been provided upon actual delivery, if delivery is by hand, or, if by facsimile, upon receipt by the transmitting party of confirmation of receipt of the facsimile, or three days after delivery to a large, well-known, international express delivery service, or six days after delivery into a national mail system if such delivery is by postage paid registered mail or certified return receipt requested.

11. Confidential Information

Subject to the Kentucky Open Records Act, "Confidential Information" refers in this Agreement to any item of information, whether technical, commercial or of any other nature, including but not limited to the identity of the other party, or that party's customers, and the existence and content of this Agreement as well as any information regarding negotiations or arbitration or mediation proceedings related to this Agreement, regardless whether such information has been documented or whether it has been communicated in writing or orally. "Confidential Information" excludes information which the party can prove that it had possessed before receiving it from the other party, that it received or will receive from a third party without a duty of secrecy to such party or that it is obliged to by a court or regulatory order or subpoena to disclose.

Each party agrees that, until such time as Confidential Information has become generally known by means other than by a party's violation of the provisions of this Agreement, it will not reveal to third parties Confidential Information that it obtains from the other party (or affiliates of the other party) or that arises during performance of this Agreement.

Each party agrees to ensure that its employees, consultants, advisors and board members will not disclose Confidential Information of the other party to third parties. Each party is thus under a duty to ensure that employees who can be expected to come into contact with Confidential Information

are required to keep such information secret to the same extent that this Agreement requires the party itself to do so.

Each party undertakes to adhere to the other party's instructions regarding handling of Confidential Information of the other party. With respect to all Confidential Information of the other party (or its affiliates) that is in a party's possession, custody or control, each party shall (a) use commercially reasonable precautions to prevent unauthorized persons from gaining access to such Confidential Information and (b) make arrangement for the proper and secure storage of such Confidential Information.

CIE shall not disclose to any third party Confidential Information concerning Customer's (or Customer's affiliates') business, including their customers, trade secrets, methods or processes provided to CIE in written, oral, electronic or other form, without the prior written consent of Customer. Excluded from the foregoing confidentiality obligation is information which:

- i. Is coded into the Licensed Program;
- ii. At the time of the disclosure is part of the public domain other than through a breach of this Agreement;
- iii. At the time of disclosure to CIE, is already known to CIE;
- iv. Subsequent to the time of disclosure to CIE, becomes part of the public domain through no fault of CIE; or
- v. Is independently developed by CIE without a breach of this Agreement.

The Licensed Program and all related information received by Customer from CIE, whether written or oral, have been developed by CIE at great expenditures of time, resources and money. Therefore, Customer shall use the highest degree of care to preserve and safeguard the confidentiality of the Licensed Program and all related information received from CIE. Except as otherwise authorized in this Agreement, the Licensed Program shall not be duplicated and/or disclosed to others, in whole or in part, without CIE's prior written consent.

The Licensed Program, its logos, product names and other support materials, may be patented, copyrighted, trademarked and are in all respects proprietary to CIE. Customer shall not remove any notices or product identification from any materials, including any software and code, provided by CIE. A copyright notice does not constitute or evidence a publication or public disclosure.

Upon termination or expiration of this Agreement, each party shall return or destroy all Confidential Information and any copies thereof provided by the other party during the term of this Agreement.

12. Infringement of Rights and Third Parties

CIE hereby warrants that the Licensed Program and any subsequent change, amendment, improvement or modification can be freely used by Customer and that they are not encumbered by and do not infringe to any extent upon any right held by any third party. CIE shall defend, indemnify and hold harmless Customer against any infringement of any patent, copyright or other intellectual property right of any third party that arises directly from or is caused directly by the Licensed Program or directly by Customer's use of the Licensed Program as authorized in this Agreement.

In the event of a claim of infringement, CIE shall at its own expense take over resolution of the dispute and may, at CIE's discretion, engage in legal proceedings on behalf of itself and Customer. CIE shall be entitled to control the defence of any such claim, including without limitation (a) the selection of counsel (b) the defense strategy, and (c) settlement. Customer shall cooperate and assist CIE (at CIE's expense) in the defense of such claim.

Customer shall notify CIE immediately in writing upon receiving notice that such any infringement or other claim has been threatened or instituted (whichever is first to occur).

Customer's sole remedy against CIE for violations of this Section 12 shall be: (i) for CIE at its own expense to ensure Customer the right to continue use of the Licensed Program; (ii) for CIE to substitute any disputed portion of the Licensed Program with a program or code that performs or produces results corresponding to contracted specifications; or (iii) if CIE cannot perform under the forgoing subsections (i) or (ii), to rescind this Agreement, subject to the following.

Customer shall be entitled to rescind this Agreement if CIE does not resolve an intellectual property law dispute within thirty (30) days after CIE has received notice from Customer or from a third party of a claimed infringement. Upon such rescission, Customer shall be entitled to a full refund from CIE of all amounts paid by Customer to CIE under this Agreement up to the date of such rescission.

13. Travel and Accommodation

Customer shall promptly reimburse CIE at cost for only those travel and travel-related expenses, including air and ground transportation, hotel accommodations, and meals, related to on-site training or consulting at any Customer location, provided that CIE obtains Customer's prior written approval before incurring any such expenses.

14. Source Code Maintenance

In the event that: a) CIE ceases to do business and no successor agrees to assume CIE's obligations to Customer, or b) Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or similar proceedings are instituted by or against CIE or all or any substantial part of its property under any federal or state law, and, in the event of a bankruptcy proceeding, CIE does not remain the debtor in possession or the trustee of the bankruptcy estate, then CIE shall cooperate with Customer and will release to the Customer the source code for the Licensed Programs and any other related applications to the extent allowable by law. CIE will also provide the Customer with reasonable assistance to recompile any such released source code.

In the event that the source code is released to the Customer solely pursuant to this Section 14, CIE shall grant to Customer a paid-in-full, non-exclusive, non-transferable license to copy and use the source code solely for the purpose of maintaining the then-current functionality of the Licensed Program. Customer's license to the source code shall otherwise in all respects be governed by the terms of this Agreement, and such license shall terminate when Customer's right to use the Licensed Program terminates. Without limiting the foregoing, CIE shall at all times own all rights, title and interest in the source code, which shall be confidential information of CIE protected under Section 11 of this Agreement.

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CIE TRADE SYSTEMS, INC., FOR THREE SOFTWARE LICENSES AND DATABASE AT A COST NOT TO EXCEED \$18,750.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with cie Trade Systems, Inc., for three software licenses and database.

Section 2 - That an amount, not to exceed the sum of \$18,750.00, be and hereby is approved for payment to cie Trade Systems, Inc., \$10,00.00 from account #1115-303501-71208 and \$21,846.00 from account # 1115-303505-71299

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1007-24:MRS: 4881-6193-1246, v. 1

RESOLUTION NO. 561-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH CIE TRADE SYSTEMS, INC., FOR THREE SOFTWARE LICENSES AND DATABASE AT A COST NOT TO EXCEED \$18,750.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with cie Trade Systems, Inc., for three software licenses and database.

Section 2 - That an amount, not to exceed the sum of \$18,750.00, be and hereby is approved for payment to cie Trade Systems, Inc., \$10,00.00 from account #1115-303501-71208 and \$21,846.00 from account # 1115-303505-71299

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

PASSED URBAN COUNTY COUNCIL:

November 14, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



15 North Water Street
Norwalk CT 06854 USA
203.323.0074

Software License & Support Agreement

Customer:

Company: Lexington Fayette Urban County
Government (LFUCG) Division of Waste
Management

Contact: Tracey Jackson

Address: 675 Byrd Thurman Dr,
Lexington, KY 40510

Phone: 859 280-8584
Email: tmcclroy@lexingtonky.gov

Contract Date: October 2, 2024

Contract No. 5023b

Contract Terms:

- User Licenses/Database** 3 concurrent user licenses and (1) production database included.
- Software License Fees** \$ 6250. USD per concurrent user license. Total license cost is \$ 18750.
This agreement is a commitment to purchase software licenses based on a one-time perpetual license fee. The number of licenses purchased cannot be reduced.
First payment is due upon contract execution
All Payments are Due Upon Receipt of Invoice.
- Annual Support & Maintenance** Based on 22% of the value of the software licenses per annum.
\$ 344. USD / month for 3 user licenses. Billed and renewed annually.
First year only, 9 months prepaid from October 1 2024 – June 30 2025, \$3096
Annual Renewal starting July1 2025 \$4128.00
Includes access to our "Help-Desk" from 9:00am – 7:00pm ET for support issues directly related to cieTrade or its integration with authorized accounting software, software updates, fixes, release notes, minor software modifications subject to the terms in section (4.2), and access to our online case management portal: cieTrade.freshdesk.com
- Professional Services** Billed at the rate of \$225. per hour on a fixed project basis.
May to be used as needed for data conversion, custom reports, custom inquiries or other programming changes as required subject to Section 5.
- Software Assurance** Included - Fully automated delivery of software updates and patches at each user desktop to support rapid turn-around of new features or fixes subject to the terms in section (3.2). Seamless migration to all future versions and supported technologies with no incremental fees or costs and without any impact on preexisting customizations provided for the benefit of the Customer when performed outside of the cieTrade software
- Professional Services** Billed at the rate of \$195. per hour on a fixed project basis. May be applied to create custom report data feeds, EDI development or other approved Programming requests subject to section (5)
- On-Site Training Services** \$ 1675 /Diem fixed, regardless of the number of personnel in attendance. On site support services may be used for: Installation, Training, and Business Consulting as needed. Excludes all travel and accommodation expenses, which are billed separately. (Not required)
- Online (Web Training)** \$ 1350 for 2 two (3 hour sessions) for a total of 6 hours.
- Software Installation & Upgrades** Includes remote installation of database objects and desktop client installation procedures. Customer or their IT consultant is responsible for the installation of client software.
- Data Conversion** Included. Limited to account, product, order data, accounts receivable and accounts payable if applicable. It is the customer's responsibility to provide the data to be loaded in cieTrade provided data templates.
subject to an additional fee of \$ 195. /Hr.
- Additional User Licenses** \$ 6250. USD per license plus \$ 114.00 /Month support. Additional user license fees and support rate may be subject to change after 60 months.
- Exclusions:** The following list of products and services are excluded from this Agreement:
Web Site or Web Portal development and/or integration with third party or existing web sites or accounting systems, technology consulting, systems hardware, accounting software and any related support services including training or custom development for such software.

NAME Linda Gorton

SIGNATURE Linda Gorton

DATE 1/16/25

This Agreement ("Agreement") between cieTrade Systems Inc. ("CIE") and **Lexington Fayette Urban County** ("Customer") is subject to the following terms and conditions:

Definitions:

BACK-END ACCOUNTING SOFTWARE

Means the CIE-approved accounting software package to be used in conjunction with the Licensed Program.

LICENSE AND SUPPORT FEES

Means the aggregate fees being paid over 60 months according to the terms set forth or referred to in the Contract Terms.

LICENSED PROGRAM

Means the cieTrade System Software with all of the specifications, features, functionalities and modules, all documentation for such cieTrade System Software, and all derivative and ancillary application programs and related documentation that support such cieTrade System Software, including but not limited to eScale and cieWarehouse.

CONTRACT DATE

Means the date printed at the top left corner on page one of this Agreement.

CONTRACT TERMS

Means the Contract Terms as set forth on page one of this Agreement.

ACCOUNTING SOFTWARE VENDOR

Means the company or business that creates or manufactures the Back-end Accounting Software.

CONFIDENTIAL INFORMATION

Has the meaning given in Section 11 of this Agreement.

1. Grant Of License

CIE hereby grants Customer a non-exclusive, perpetual worldwide license to use in Customer's normal business operations one "installation" of the Licensed Program on Customer's computer network, subject to the terms and conditions of this Agreement. An "installation" is defined as including (a) one instance of the Licensed Program's database objects installed on each of Customer's applicable databases and related object code installed on each of Customer's servers that Customer identifies for installation of the Licensed Program and (b) one copy of the Licensed Program for each concurrent user up to the maximum number of licenses purchased by Customer. Installation shall occur as soon as practicable following execution of this Agreement and shall be accomplished by download from CIE's FTP site. Customer shall not use the Licensed Program in the operation of a service bureau or in any other manner which would result in the use of the Licensed Program for the processing of any transaction(s) to which Customer is not a party. The Licensed Program, any modifications made to the Licensed Program, and any derivative works thereof shall remain the exclusive property of CIE. Customer shall not copy, transfer, distribute, sublicense, publicly display, rent, lease, modify, adapt, reverse engineer, decompile, or disassemble the Licensed Program under any circumstances, except as may be specifically authorized by this Agreement or otherwise agreed to in writing by the parties. CIE reserves all rights not expressly granted herein.

1a. Sublicense

Customer shall have the right to permit its affiliates, subsidiaries and corporate parents, and all other entities that perform transactions to which Customer is a party ("Permitted sub licensees"), to access and use the Licensed Program subject to the availability of concurrent user licenses as specified in the Contract Terms, provided that with regard to each Permitted sub licensee, Customer shall: (a) obtain an agreement in writing (for the benefit of CIE) wherein such permitted sub licensee agrees to be

bound by the provisions of this Agreement, to look solely to the Customer for all warranty, training, maintenance, support and relief for any injury or damage resulting from the use or inability to use the Licensed Programs; (b) defend and indemnify CIE at its expense any action brought against CIE by such Permitted Sublicensed based upon any claim relating to the Licensed Programs; and (c) pay any costs and damages awarded against CIE in any action and shall be entitled to control the defense of any such claim. Customer shall not have the right to sublicense, assign or transfer the Licensed Programs to third parties to which the Customer is not a party to the transactions performed by that entity consistent with the definition of a service bureau without the expressed written consent of CIE.

2. License Maintenance and Support Fees.

All license and support fee payments as specified in the Contract Terms shall be paid in United States Dollars. The initial license and/or support fee payment will be due and payable upon execution of this Agreement by Customer. All subsequent payments will be due and payable as of the first business day of each subsequent month. The monthly support fee will include, during the Term: (a) maintenance, which is defined as error or bug fixes of the Licensed Program; (b) Help Desk support via telephone and email for technical and business support cases; and (c) all software updates and release notes as made available by CIE. The fees for maintenance and support shall not cover support to address any damage or error caused by modification of the Licensed Program by Customer or any unauthorized third party.

3. Software Updates

(3.1) Customer will be entitled to receive software updates for the Licensed Program throughout the term provided that the Software License fees and the Software Maintenance and Support fees are paid by Customer in accordance with Section 2 and as indicated in the Contract Terms. During the term, CIE shall make available for use by Customer all software updates for the Licensed Program that CIE makes available to any other user of the Licensed Program or of any other CIE product that is identical or substantially similar to the Licensed Program. Unless otherwise agreed in writing by the parties, CIE's contractual responsibility with regard to software updates will be limited to making available the necessary files to perform the update available for download from CIE's FTP site and to providing written instructions for proper installation during the term. CIE may elect, with Customer's express permission, to provide and install software updates on behalf of Customer.

(3.2) In order for CIE to perform remote software updates on behalf of Customer, Customer must comply with all of CIE's data communication and access requirements as specified in the cieTrade Technical Requirements Document, which Customer shall review and acknowledge prior to receiving the Installation. If Customer is unable to comply with the Technical Requirements, then it will be Customer's responsibility to successfully install any necessary software, hardware, modifications and updates. In no event will CIE assume any liability for damages arising from the incorrect installation of software updated directly by the Customer.

4. Software Support

(4.1) During the Term, Customer will be entitled to request reasonable support for technical, administrative, accounting, and usability issues that are directly related to cieTrade, the Licensed Program or any Back-End Accounting Software obtained through CIE, either by contacting the cieTrade Help desk via telephone between the hours of 9:00am and 6:00pm eastern time or by submitting an email message to support@cietrade.com. In the event that CIE determines that

an issue specifically pertaining to the Back-End Accounting Software cannot be resolved by CIE, CIE will promptly so notify the Customer and the Customer will be responsible for obtaining support for such issues directly from the Accounting Software vendor, with reasonable cooperation by CIE. While CIE will make its best effort to support the Back-End Accounting Software used by Customer, under no circumstances will CIE be responsible for providing technical support for, nor will CIE be liable for any claims related in any way to the use of, the Back-End Accounting Software. Notwithstanding anything to the contrary in Section 4, CIE shall provide and be liable to Customer for technical support, issue resolution, and any claims relating to or arising from the integration and interaction of the Licensed Program with the Back-End Accounting Software. If Customer requests support to address an error, Customer shall have documented and attempted to duplicate the error prior to contacting CIE for support for resolution of such error.

(4.2) Under the terms of Software Support, CIE may elect to provide the Customer with programming changes or other modifications to the software at no additional cost to the Customer. However, in all cases and without exception nor limitation of any kind, CIE will maintain an exclusive right to determine whether such requests will be acted upon, when they will be delivered, and in what manner they will be implemented. Otherwise, all such requests will be provided under Professional Services (section 5) for an additional fee.

5. Professional Services.

CIE may provide the customer with Professional Services as set forth in the Contract Terms, including custom programming changes to the Licensed Program. CIE will retain exclusive discretion and authority over all aspects of requests for Professional Services including commitment and scheduling. All Professional Services fees will be charged for at the rate of 225 /hour for services provided in excess of any time specified in the Contract Terms. CIE shall perform all Professional Services for Customer in a professional and workmanlike manner that (i) is consistent with industry best practices and standards, (ii) complies with all applicable laws and regulations, (iii) meets all specifications and standards for the services, if any, agreed upon by the parties in writing (if applicable), and (iv) consistent with Customer's applicable policies and practices that Customer provides in writing to CIE before the performance of the services.

6. Termination

(6.1) This Agreement shall terminate immediately if (a) Customer fails to comply with any term or condition of this Agreement and such failure continues for a period in excess of fifteen (15) days after receipt of CIE's written notice advising Customer of the failure to comply; or (b) Customer notifies CIE in writing that this Agreement is terminated.

(6.2) Customer shall have the right to terminate this Agreement at any time with or without cause. If Customer terminates this Agreement after the total Software License Fees are paid in-full, Customer will be entitled to continue authorized use of the Licensed Program without restriction. However, upon termination, CIE shall have no further obligation to provide any assistance or support to the Customer under any circumstances.

(6.3) If this Agreement is terminated for any reason and the total Software License Fees for the Licensed Program have not been paid in-full, then Customer can either pay the outstanding balance of the total Software License Fees to continue using the Licensed Program, or

Customer shall immediately discontinue the use of the Licensed Program, remove all copies of the Licensed Program from any computer, database or workstation upon which it had been installed and immediately return all copies it has of the Licensed Program to CIE. No termination by Customer shall be effective unless and until the total License Fees have been paid in-full or Customer has complied fully with its obligations under this Section 6.3.

(6.4) Provided Customer is in compliance with the obligations of Section 6.3, above, Customer shall have no obligation to continue paying monthly license fee or monthly support fees after the effective date of the termination of this Agreement. Notwithstanding the foregoing, Customer shall be responsible for all fees incurred prior to termination.

7. Cancellation and Renewal of Maintenance and Support

(7.1) Customer shall have the right to continue Software Maintenance and Support at the end of the Term at the prevailing rate as stated in this agreement for a period of up to 24 months. After that time, CIE will reserve the right to alter the cost for ongoing software maintenance and support at a rate of by no more than 10% per year.

(7.2) In the event that Customer cancels Maintenance and Support, fails to renew Maintenance and Support or fails to pay Maintenance and Support fees within 45 days after they are due, CIE will have the right to charge the Customer a \$7,500.00 reinstatement fee to reestablish Software Maintenance and Support.

8. LIMITED WARRANTY

CIE WARRANTS THAT THE LICENSED PROGRAM WILL OPERATE AS SPECIFIED, WITHOUT ERROR, AND WILL PROVIDE THE FEATURES, FUNCTIONALITIES AND RESULTS, AND MEET THE PERFORMANCE STANDARDS AND OTHER SPECIFICATIONS, FOR THE LICENSED PROGRAM THAT ARE SET FORTH IN THIS AGREEMENT AND ANY DOCUMENTATION APPENDED TO THIS AGREEMENT. CIE WARRANTS THAT THE LICENSED PROGRAM AND ALL UPDATES TO IT WILL, AS AND WHEN PROVIDED TO CUSTOMER, BE FREE OF VIRUSES AND MALICIOUS OR HARMFUL SOFTWARE CODE, AND WILL NOT CONTAIN OR REQUIRE FOR PROPER OPERATION ANY OPEN-SOURCE CODE THE EXISTENCE OF WHICH CIE HAS NOT PREVIOUSLY DISCLOSED IN WRITING TO CUSTOMER.

CUSTOMER'S EXCLUSIVE REMEDY FOR THE BREACH OF WARRANTY SHALL BE LIMITED TO THE CORRECTION OF THE ERROR OR OTHER WARRANTY FAILURE BY CIE OR THE TERMINATION OF THE AGREEMENT AS PROVIDED FOR IN SECTION 6. THE CHOICE OF REMEDIES SHALL BE MADE AT THE OPTION OF CUSTOMER. EXCEPT FOR THE FOREGOING WARRANTY, CIE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY PROVIDED HEREIN SHALL IMMEDIATELY TERMINATE UPON ANY MODIFICATION MADE TO THE LICENSED PROGRAM OR ITS DATABASE STRUCTURE BY ANY PERSON OR ENTITY OTHER THAN CIE. EXCEPT TO THE EXTENT THE DOCUMENTATION FOR THE LICENSED PROGRAM CONTEMPLATES OR SPECIFIES ANY HARDWARE OR OPERATING SYSTEMS, CIE MAKES NO WARRANTY THAT THE HARDWARE OR ITS OPERATING SYSTEMS SELECTED BY CUSTOMER ARE ADEQUATE TO ALLOW THE LICENSED PROGRAM TO OPERATE EFFICIENTLY.

9. LIMITED LIABILITY

CIE'S TOTAL LIABILITY TO CUSTOMER, INCLUDING LIABILITY FOR ANY BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE, REGARDLESS OF FORM OF ACTION, SHALL BE LIMITED AND SHALL NOT EXCEED THE TOTAL LICENSE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT. IN NO EVENT SHALL CIE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF CIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CIE shall be responsible for any personal injury or property damage caused by its employees willful or negligent conduct while on LFUCG property.

10. General

(10.1) No modifications of this Agreement shall be valid or binding on either party unless acknowledged in writing and signed by a duly authorized officer of each party.

(10.2) Both parties understand and agree that violation of any provision of this Agreement may cause damage to the other party in an amount which is impossible or extremely difficult to ascertain. Accordingly, without limitation to any other remedy available at law, the injured party shall be entitled to seek injunctive relief restraining the other party from continuing to violate the terms and provisions of this Agreement.

(10.3) Neither party shall be liable to the other for any delay or failure to perform its obligations under this Agreement (other than Customer's obligation to remit payment hereunder) if such delay or failure arises from any cause beyond the reasonable control of such party, including but not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, lightning, shortages of materials, utility or communication failures, earthquakes, casualty, war, riots, actions, restrictions, regulations or orders of any government, agency or subdivision thereof. Notwithstanding anything to the contrary in this Agreement, Customer shall not be obligated to continue to make payments to CIE under this Agreement (excluding any outstanding balances) during any period in which CIE fails to perform its obligations under this Agreement for reasons contemplated in this Section 10.3 and such failure continues for more than five (5) consecutive business days following notice of such failure to CIE by Customer.

(10.4) Each of the parties acknowledges and agrees that (a) it has read all the terms of this Agreement, (b) it is authorized to enter into this Agreement, (c) it will be bound by the terms and conditions of this Agreement, and (d) this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all prior communications and agreements between the parties relating to the subject matter of this Agreement. If any provision of this Agreement shall be deemed invalid and/or inoperative, under any applicable state or rule of law, it is to that extent to be deemed modified so as to provide the most similar enforceable economic effect and shall have no effect as to any other provision contained in this Agreement.

(10.5) Customer agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of CIE either directly or through any third party or entity, for a period of two (2) years subsequent to an employee's last day of work for CIE, regardless of the circumstances surrounding employee's cause of termination of employment.

(10.6) Upon termination of this Agreement, CIE shall have the right to remove any CIE provided diagnostic software.

(10.7) Except as otherwise contemplated in this Agreement, there are no third-party beneficiaries to this Agreement and this Agreement is for the sole and exclusive benefit of CIE and Customer and shall not be deemed to be for the direct or indirect benefit of the clients or customers of Customer or CIE or any entities associated in any way with Customer or CIE.

(10.8) CIE shall be entitled to perform all system diagnostics and error corrections from CIE's offices, to the extent possible.

(10.9) The provisions of Sections 6, 8, 9, 10, 11, 12 shall survive termination of this Agreement or any portion thereof.

(10.10) This Agreement shall be construed and enforced under Connecticut law without giving effect to its choice of law rules. Any claim or dispute arising out of this Agreement (including, without limitation, claims sounding in tort) shall also be governed by Connecticut law and shall be brought exclusively in the state or federal courts of Connecticut. The parties hereby: (a) waive all right to trial by jury; (b) consent to the jurisdiction of the state and federal courts of Connecticut; and (c) consent that any process or notice or other application to the court or a judge thereof may be served within or without the State of Connecticut by registered or certified mail, or by personal service, provided a reasonable time for appearance is allowed.

(10.11) This Agreement shall be binding upon, and shall inure to the benefit of, the successors and permitted assigns of the parties.

(10.12) All notices or other communications given under this Agreement shall be in writing, sent to the address or facsimile hereinbefore set forth as principal place of business or such other addresses as CIE or Customer may designate in writing. Any notice to either party under this Agreement shall be deemed to have been provided upon actual delivery, if delivery is by hand, or, if by facsimile, upon receipt by the transmitting party of confirmation of receipt of the facsimile, or three days after delivery to a large, well-known, international express delivery service, or six days after delivery into a national mail system if such delivery is by postage paid registered mail or certified return receipt requested.

11. Confidential Information

Subject to the Kentucky Open Records Act, "Confidential Information" refers in this Agreement to any item of information, whether technical, commercial or of any other nature, including but not limited to the identity of the other party, or that party's customers, and the existence and content of this Agreement as well as any information regarding negotiations or arbitration or mediation proceedings related to this Agreement, regardless whether such information has been documented or whether it has been communicated in writing or orally. "Confidential Information" excludes information which the party can prove that it had possessed before receiving it from the other party, that it received or will receive from a third party without a duty of secrecy to such party or that it is obliged to by a court or regulatory order or subpoena to disclose.

Each party agrees that, until such time as Confidential Information has become generally known by means other than by a party's violation of the provisions of this Agreement, it will not reveal to third parties Confidential Information that it obtains from the other party (or affiliates of the other party) or that arises during performance of this Agreement.

Each party agrees to ensure that its employees, consultants, advisors and board members will not disclose Confidential Information of the other party to third parties. Each party is thus under a duty to ensure that employees who can be expected to come into contact with Confidential Information

are required to keep such information secret to the same extent that this Agreement requires the party itself to do so.

Each party undertakes to adhere to the other party's instructions regarding handling of Confidential Information of the other party. With respect to all Confidential Information of the other party (or its affiliates) that is in a party's possession, custody or control, each party shall (a) use commercially reasonable precautions to prevent unauthorized persons from gaining access to such Confidential Information and (b) make arrangement for the proper and secure storage of such Confidential Information.

CIE shall not disclose to any third party Confidential Information concerning Customer's (or Customer's affiliates') business, including their customers, trade secrets, methods or processes provided to CIE in written, oral, electronic or other form, without the prior written consent of Customer. Excluded from the foregoing confidentiality obligation is information which:

- i. Is coded into the Licensed Program;
- ii. At the time of the disclosure is part of the public domain other than through a breach of this Agreement;
- iii. At the time of disclosure to CIE, is already known to CIE;
- iv. Subsequent to the time of disclosure to CIE, becomes part of the public domain through no fault of CIE; or
- v. Is independently developed by CIE without a breach of this Agreement.

The Licensed Program and all related information received by Customer from CIE, whether written or oral, have been developed by CIE at great expenditures of time, resources and money. Therefore, Customer shall use the highest degree of care to preserve and safeguard the confidentiality of the Licensed Program and all related information received from CIE. Except as otherwise authorized in this Agreement, the Licensed Program shall not be duplicated and/or disclosed to others, in whole or in part, without CIE's prior written consent.

The Licensed Program, its logos, product names and other support materials, may be patented, copyrighted, trademarked and are in all respects proprietary to CIE. Customer shall not remove any notices or product identification from any materials, including any software and code, provided by CIE. A copyright notice does not constitute or evidence a publication or public disclosure.

Upon termination or expiration of this Agreement, each party shall return or destroy all Confidential Information and any copies thereof provided by the other party during the term of this Agreement.

12. Infringement of Rights and Third Parties

CIE hereby warrants that the Licensed Program and any subsequent change, amendment, improvement or modification can be freely used by Customer and that they are not encumbered by and do not infringe to any extent upon any right held by any third party. CIE shall defend, indemnify and hold harmless Customer against any infringement of any patent, copyright or other intellectual property right of any third party that arises directly from or is caused directly by the Licensed Program or directly by Customer's use of the Licensed Program as authorized in this Agreement.

In the event of a claim of infringement, CIE shall at its own expense take over resolution of the dispute and may, at CIE's discretion, engage in legal proceedings on behalf of itself and Customer. CIE shall be entitled to control the defence of any such claim, including without limitation (a) the selection of counsel (b) the defense strategy, and (c) settlement. Customer shall cooperate and assist CIE (at CIE's expense) in the defense of such claim.

Customer shall notify CIE immediately in writing upon receiving notice that such any infringement or other claim has been threatened or instituted (whichever is first to occur).

Customer's sole remedy against CIE for violations of this Section 12 shall be: (i) for CIE at its own expense to ensure Customer the right to continue use of the Licensed Program; (ii) for CIE to substitute any disputed portion of the Licensed Program with a program or code that performs or produces results corresponding to contracted specifications; or (iii) if CIE cannot perform under the foregoing subsections (i) or (ii), to rescind this Agreement, subject to the following.

Customer shall be entitled to rescind this Agreement if CIE does not resolve an intellectual property law dispute within thirty (30) days after CIE has received notice from Customer or from a third party of a claimed infringement. Upon such rescission, Customer shall be entitled to a full refund from CIE of all amounts paid by Customer to CIE under this Agreement up to the date of such rescission.

13. Travel and Accommodation

Customer shall promptly reimburse CIE at cost for only those travel and travel-related expenses, including air and ground transportation, hotel accommodations, and meals, related to on-site training or consulting at any Customer location, provided that CIE obtains Customer's prior written approval before incurring any such expenses.

14. Source Code Maintenance

In the event that: a) CIE ceases to do business and no successor agrees to assume CIE's obligations to Customer, or b) Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or similar proceedings are instituted by or against CIE or all or any substantial part of its property under any federal or state law, and, in the event of a bankruptcy proceeding, CIE does not remain the debtor in possession or the trustee of the bankruptcy estate, then CIE shall cooperate with Customer and will release to the Customer the source code for the Licensed Programs and any other related applications to the extent allowable by law. CIE will also provide the Customer with reasonable assistance to recompile any such released source code.

In the event that the source code is released to the Customer solely pursuant to this Section 14, CIE shall grant to Customer a paid-in-full, non-exclusive, non-transferable license to copy and use the source code solely for the purpose of maintaining the then-current functionality of the Licensed Program. Customer's license to the source code shall otherwise in all respects be governed by the terms of this Agreement, and such license shall terminate when Customer's right to use the Licensed Program terminates. Without limiting the foregoing, CIE shall at all times own all rights, title and interest in the source code, which shall be confidential information of CIE protected under Section 11 of this Agreement.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1017-24

File ID: 1017-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 313-2024

In Control: Urban County Council

File Created: 10/04/2024

File Name: 25-0017- Anthem Medicare Advantage Renewal

Final Action: 11/14/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Plan Renewal Agreement with Anthem for the Medicare Advantage Plan for the Police and Fire Retirement Fund, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Notes: Stamped and filed in the CCO. Returned to Alanna 11/15/2024. MS

Sponsors:

Enactment Date: 11/14/2024

Attachments: Bluesheet Memo- 25-0017, 2025 Renewal, 1017-24 4889-8913-9182 v.1.docx, R-556-2024, Contract #313-2024

Enactment Number: R-556-2024

Deed #:

Hearing Date:

Drafter: Alana Morton

Effective Date:

History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|----------|-----------------------------------|------------|---------------------------------|----------------------|------------|--------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 11/14/2024 | | |
| 1 | Urban County Council | 11/14/2024 | Approved | | | | Pass |

Text of Legislative File 1017-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Plan Renewal Agreement with Anthem for the Medicare Advantage Plan for the Police and Fire Retirement Fund, for the period beginning January 1, 2025 through December 31, 2025. [Div. of Human Resources, George]

Summary

Authorization to extend the current Contract with Anthem for the Medicare Advantage Plan

for the Police and Fire Retirement Fund for the period beginning January 1, 2025, through December 31, 2025. The cost for the Medicare Advantage Plan is \$140.51 per retiree per month. Funds are Budgeted. (L1017-24) (George/Hamilton)

Budgetary Implications: Yes

Advance Document Review:

Law Yes, Completed by Michael Cravens October 1, 2024

Risk Management: NA

Fully Budgeted: Yes

Account Number: 5003-505003-0001-63615

This Fiscal Year Impact: \$

Annual Impact: \$

Project:

Activity:

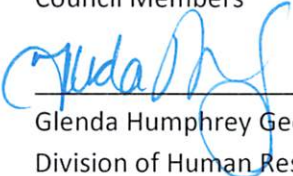
Budget Reference:

Current Balance:



MEMORANDUM

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

FROM: 
Glenda Humphrey George, Director
Division of Human Resources

DATE: September 26, 2024

SUBJECT: Contract Services with Anthem – Medicare Advantage Plan Renewal
Police and Fire Retirement Fund

Request:

The attached action authorizes the Mayor to extend the current contract with Anthem for the Medicare Advantage Plan for the Police and Fire Retirement Fund for the period beginning January 1, 2025 through December 31, 2025.

Why are you requesting:

The cost for the Medicare Advantage Plan is \$140.51 per retiree per month. Funds are budgeted.

File Number: 1017-24

Director/Commissioner:

Glenda Humphrey George/Sally Hamilton

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



2025 Renewal Rate Summary

Enclosed is your *2025 Featured Plan and Rates exhibit*, which reflects your Anthem Medicare Preferred (PPO) with Senior Rx Plus renewal for the January 1, 2025 contract year.

The current contract had a 24-month rate guarantee on the medical side and the pharmacy side was guaranteed for 12-months.

Due to the rich, CMS mandated Part D plan designs and reduced CMS Part D subsidy structure effective January 2025, the new premium rate is \$140.51 per member per month (PMPM). This is a \$81.82 PMPM increase to the current premium of \$58.69 PMPM. There is no change to rates on the medical side.

Please review the rate *Assumptions & Conditions* in the following *2025 Featured Plans and Rates exhibit*.



**Police and Fire Retirement Fund of the
Urban County Government
Featured Plans and Rates - MAPD**

Effective: January 01, 2025 through December 31, 2025

| | |
|----------------------------------|--|
| Medical Plan | Custom Medicare Advantage PPO 5PH |
| Pharmacy Plan | Custom 10/20/40/25% (E4) ECDHLP |
| Members | 542 |
| Total PMPM Rate | \$140.51 |
| Total monthly premium | \$76,156 |
| Total annual premium | \$913,877 |

The quoted rates are subject to the attached Assumptions and Conditions.

Plan(s) Selected: _____
Authorized Signature: _____
Title: _____
Date: _____

10921514624 130616312454

M.Z.

RESOLUTION NO. _____-2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PLAN RENEWAL AGREEMENT WITH ANTHEM FOR THE MEDICARE ADVANTAGE PLAN FOR THE POLICE AND FIRE RETIREMENT FUND, FOR THE PERIOD BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Plan Renewal Agreement, which is attached hereto and incorporated herein by reference, for the Medicare Advantage Plan for the Police and Fire Retirement Fund, for the period beginning January 1, 2025 through December 31, 2025.

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

1017-24:GET:4889-8913-9182, v. 1

RESOLUTION NO. 556 -2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PLAN RENEWAL AGREEMENT WITH ANTHEM FOR THE MEDICARE ADVANTAGE PLAN FOR THE POLICE AND FIRE RETIREMENT FUND, FOR THE PERIOD BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Plan Renewal Agreement, which is attached hereto and incorporated herein by reference, for the Medicare Advantage Plan for the Police and Fire Retirement Fund, for the period beginning January 1, 2025 through December 31, 2025.

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

PASSED URBAN COUNTY COUNCIL: November 14, 2024.

Rinda Gorton

MAYOR

ATTEST:

[Signature]
CLERK OF URBAN COUNTY COUNCIL



**Police and Fire Retirement Fund of the
Urban County Government
Featured Plans and Rates - MAPD**

Effective: January 01, 2025 through December 31, 2025

| | |
|------------------------------|--|
| Medical Plan | Custom Medicare Advantage PPO 5PH |
| Pharmacy Plan | Custom 10/20/40/25% (E4) ECDHLP |
| Members | 542 |
| Total PMPM Rate | \$140.51 |
| Total monthly premium | \$76,156 |
| Total annual premium | \$913,877 |

The quoted rates are subject to the attached Assumptions and Conditions.

Plan(s) Selected: _____
Authorized Signature: *Rinda Gordon*
Title: Mayor
Date: 11/25/24

10921514624 130616312454

M.Z.

2025 Renewal Rate Summary

Enclosed is your *2025 Featured Plan and Rates exhibit*, which reflects your Anthem Medicare Preferred (PPO) with Senior Rx Plus renewal for the January 1, 2025 contract year.

The current contract had a 24-month rate guarantee on the medical side and the pharmacy side was guaranteed for 12-months.

Due to the rich, CMS mandated Part D plan designs and reduced CMS Part D subsidy structure effective January 2025, the new premium rate is \$140.51 per member per month (PMPM). This is a \$81.82 PMPM increase to the current premium of \$58.69 PMPM. There is no change to rates on the medical side.

Please review the rate *Assumptions & Conditions* in the following *2025 Featured Plans and Rates exhibit*.



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1018-24

File ID: 1018-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 302-2024

In Control: Urban County Council

File Created: 10/04/2024

File Name: CREATION OF THE CENTRAL KENTUCKY BUSINESS PARK AUTHORITY – A REGIONAL INDUSTRIAL DEVELOPMENT AUTHORITY

Final Action: 10/24/2024

Title: A Resolution of the Lexington-Fayette Urban County Council approving the Economic Development Partnership with Madison County, Scott County, City of Berea, City of Georgetown, and City of Richmond; authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperation Agreement, Membership Agreement, and other necessary and related documents, forming the Central Ky. Business Park Authority; and authorizing payment in the amount of \$2,125,000 to the Authority for the purpose of carrying out the duties and powers of the authority as limited by the aforementioned agreements and relevant state law. [Mayor's Office, Atkins]

Notes: In office 10/17/2024. MS

Stamped and filed in the CCO. Returned to Troy Black 10/29/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: Regional Business Park Blue Sheet, Regional Business Park Interlocal Agreement October 2024, Regional Business Park Membership Agreement October 2024, 1018-24- Joint Business Park reso 4895-4311-6786 v.1.docx, R-537-2024

Enactment Number: R-537-2024

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|------------|-----------------------------------|------------|---------------------------------|----------------------|------------|--------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Amended | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |

| | | | | |
|---|----------------------|------------|---------------------------------------|------|
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | Pass |

Text of Legislative File 1018-24

Title

A Resolution of the Lexington-Fayette Urban County Council approving the Economic Development Partnership with Madison County, Scott County, City of Berea, City of Georgetown, and City of Richmond; authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperation Agreement, Membership Agreement, and other necessary and related documents, forming the Central Ky. Business Park Authority; and authorizing payment in the amount of \$2,125,000 to the Authority for the purpose of carrying out the duties and powers of the authority as limited by the aforementioned agreements and relevant state law. [Mayor's Office, Atkins]

Summary

Authorization to execute an Interlocal Cooperation Agreement and Membership Agreement with Madison County, Scott County, City of Berea, City of Georgetown and City of Richmond to form the Central Kentucky Business Park Authority. The Interlocal Cooperative Agreement is the formation of the Authority and development of the Triple Crown Business Park in Scott County. LFUCG's contribution toward the Agreement is \$2,125,000. Funds are Budgeted. (L1018-24) (Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 10/04/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 1105-136102-1361-71299

This Fiscal Year Impact: \$2,125,000.00

Annual Impact: N/A

Project: TRIBUSPARK_2025

Activity: PROF_SRV

Budget Reference: 2025

Current Balance: \$2,125,000



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

**FROM: KEVIN ATKINS
CHIEF DEVELOPMENT OFFICER**

DATE: OCTOBER 3, 2024

**RE: CREATION OF THE CENTRAL KENTUCKY BUSINESS PARK AUTHORITY – A REGIONAL
INDUSTRIAL DEVELOPMENT AUTHORITY**

Request:

Authorization for the Mayor to sign an Interlocal Cooperation Agreement and Membership Agreement with Madison County, Scott County, City of Berea, City of Georgetown and City of Richmond to form the Central Kentucky Business Park Authority. The Interlocal Cooperative Agreement is the formation of the Authority and development of the Triple Crown Business Park in Scott County.

Why are you requesting:

The Interlocal Cooperative Agreement and Membership Agreement between Fayette County, Madison County, Scott County, City of Berea, City of Georgetown and City of Richmond would create a Regional Industrial Development Authority – the Central Kentucky Business Park Authority. The Authority would be created for the acquisition, financing and development of initially the Triple Crown Business Park. The agreement would also allow for the development of additional regional business parks with the agreement of all parties.

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

The cost for FY2025 is: \$2,125,000.00
 The cost for future FY is: N/A

Are the funds budgeted: Yes
 1105 136102 1361 71299

Director/Commissioner: Kevin Atkins



INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and among LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY, the COUNTY OF MADISON, KENTUCKY, the COUNTY OF SCOTT, KENTUCKY, the CITY OF BEREA, KENTUCKY, and the CITY OF GEORGETOWN, KENTUCKY, (each a “Party”, or collectively “Parties”) each of which is a political subdivision of the Commonwealth of Kentucky (the “Commonwealth”).

WHEREAS, under the Interlocal Cooperation Act (the “Interlocal Cooperation Act”) Sections 65.210 to 65.300 inclusive of the Kentucky Revised Statutes (“KRS”) as amended, any power or powers, privileges or authorities exercised or capable of exercise by a public agency (including a city, a county or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement (an “Interlocal Cooperation Agreement”) for joint or cooperative action pursuant to the provisions of the Interlocal Cooperation Act in order to accomplish the public purposes set forth in the Interlocal Cooperation Agreement; and

WHEREAS, the Act further authorizes the public agencies to create or utilize a “separate legal or administrative entity,” which entity may, on behalf of the participating public agencies, have certain powers delegated to it in the Interlocal Cooperation Agreement; and

WHEREAS, KRS 154.50-301 through 154.50-346 allows for a governmental unit to create a nonprofit industrial development authority to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and development of land and improvements thereon, including buildings, fixtures, and equipment, suitable for one or more manufacturers, industries, or commercial establishments (defined as “Business Parks” herein) for economic development purposes; and

WHEREAS, any such authority shall be a Special Purpose Governmental Entity (as defined in KRS 65A.010) under KRS 65A.010 through 65A.110; and

WHEREAS, the Parties have agreed it is in their mutual interest to pursue cooperatively economic development opportunities within their jurisdiction in part through the operation of an authority; and

WHEREAS, the Parties have, in fact, jointly created a Regional Industrial Development Authority which is referred to hereafter as “Authority,” but the legal name of which is the Central Kentucky Business Park Authority; and

WHEREAS, the legislative bodies of the aforementioned Parties have mutually agreed that the Authority shall have the power to act as an independent agency and instrumentality and the constituted authority of the Parties in the acquisition, financing, and development of Business Parks for economic development purposes and of an initial regional business park, hereafter referred to as the “Triple Crown Business Park,” or the “Current Business Park,” and to submit applications to the Kentucky Cabinet for Economic Development (“Cabinet”) for grant assistance from programs providing funding for Business Parks under multi-jurisdiction agreements and to other federal, state, local or private agencies for

additional assistance on behalf of said Parties. The description of the Triple Crown Business Park is as follows:

A divided tract of land containing 503.75 acres, consisting of four parcels conveyed to Howard O. Wiles III and Sandra Nel Hill by Joseph E. Mainous, Jr. as the successor trustee under the will of H. C. Blackburn on the 28th day of November 2011, commonly referred to as 331 Lloyd Road, Georgetown, Kentucky 40324, more particularly described in Deed Book 341, Page 615, of record in the Scott County Clerk's office.

NOW THEREFORE, be it ordered hereto by the Parties as follows:

The establishment of the Authority is hereby authorized for the purposes of acquiring and developing land, marketing sites, and assisting and supporting buyers and tenants for business parks in order to stimulate and promote economic development in the Parties' jurisdictions. The Authority is specifically and expressly established pursuant to the statutory grant found in KRS 154.50-301 through KRS 154.50-346, and it is the Parties' intent that the Authority have all the powers, duties, and responsibilities flowing from those statutes. The Authority's Bylaws more specifically set out its purposes, restrictions, and limitations and are attached hereto and incorporated herein. The Authority is comprised of six (6) members, reflected on the Order incorporated herein as Exhibit A to this Agreement, who are chosen by the respective mayors and county judge/executives representing each Party as required by KRS 154.50-326 and the Membership Agreement attached hereto and incorporated herein.

The purpose of this Agreement is to allow the Authority to act as an independent agency and instrumentality and the constituted authority of the Parties in the acquisition, financing, and development of Business Parks for economic development purposes and to develop and submit proposals and applications as described in the preamble above to the Cabinet for available funds, and to seek other funds as may be identified to assist in the acquisition, development, management, and support of business parks.

ARTICLE I DEFINITIONS

In addition to the words and terms elsewhere defined herein, the following words and terms used herein shall have the following meanings unless the context or use indicates a different meaning or intent:

"Agreement" means this Interlocal Cooperation Agreement as originally executed and as it may be supplemented or amended from time to time in accordance with the applicable provisions hereof.

"Appropriations" means any appropriation of money made by any Party to the Authority in accordance with KRS 154.50-340 and approved by such Party's Governing Body in accordance with applicable requirements therefor to enable the Authority to pay the costs of Permitted Activities.

"Authority" means the Central Kentucky Business Park Authority.

"Bank Loan" means any Indebtedness incurred by the Authority pursuant to KRS 154.50-340 and this Agreement.

“Berea” means the City of Berea, Kentucky, a municipal corporation and political subdivision of the Commonwealth of Kentucky, having a mailing address of City Hall, 212 Chestnut Street, Berea, Kentucky 40403.

“Board” means the Board of Directors of the Authority, as constituted in accordance with the Bylaws from time to time.

“Budget” means the annual budget of the Authority approved by the Board and governing the operations of the Authority for a particular Fiscal Year.

“Business Park” means industrial sites, parks, and subdivisions as defined in KRS 154.50.310.

“Bylaws” means the bylaws of the Authority as amended, supplemented, or restated by the Board from time to time.

“Cabinet” means the Kentucky Cabinet for Economic Development.

“Capital Account” means an account established by the Authority hereunder in accordance with Section 5.01 hereof for the purpose of maintaining and determining each Party’s Share Percentage hereunder.

“Cities” means Berea and Georgetown.

“Commonwealth” means the Commonwealth of Kentucky.

“Conduit Bond Issue” means any Indebtedness incurred by the Authority in accordance with KRS 154.50-340 through the issuance of conduit revenue bonds issued under the terms, conditions, and procedures set forth in KRS 103.200 to 103.285, inclusive, as in effect from time to time.

“Counties” means Madison and Scott.

“Current Business Park” means the planning, development, acquisition, construction, financing, implementation, management, and promotion of a new regional business park to be located in Scott County, Kentucky, known as the “Triple Crown Business Park.”

“Effective Date” has the meaning provided in Article III hereof.

“Fiscal Year” shall mean the annual fiscal year of the Authority. For purposes of clarity, the Fiscal Year of the Authority shall be an annual period beginning on each July 1 and ending the immediately following June 30, except that the initial Fiscal Year of the Authority shall begin on its date of incorporation under the laws of the Commonwealth.

“Future Business Park” means any Business Park other than the Current Business Park, the costs of which the Authority shall pay with Appropriations from the Parties, Indebtedness incurred by the Authority, other available sources, or any combination of the foregoing.

“Georgetown” means the City of Georgetown, Kentucky, a municipal corporation and political subdivision of the Commonwealth of Kentucky, having a mailing address of 100 North Court Street, Georgetown, Kentucky 40324.

“Governing Body” means, (i) for Berea, its City Council; (ii) for Georgetown, its City Council; (iii) for Lexington, its Urban County Council; (iv) for Madison, its Fiscal Court; and (v) for Scott, its Fiscal Court.

“Host City” means the city where a Business Park is located.

“Host County” means the county or urban-county government where a Business Park is located.

“Indebtedness” means all indebtedness validly incurred by the Authority for money borrowed, whether incurred as a result of a Bank Loan, a Conduit Bond Issue, or a Revenue Bond Issue.

“Industrial Authority Act” means KRS 154.50-301 to 154.50-350, inclusive, as in effect from time to time.

“Interlocal Cooperation Act” means KRS 65.210 to 65.300, inclusive, as in effect from time to time.

“KRS” means the Kentucky Revised Statutes.

“Lexington” means Lexington-Fayette Urban County Government, Kentucky, a Kentucky urban-county government established pursuant to the provisions of Chapter 67A of the Kentucky Revised Statutes, having a mailing address of 200 East Main Street, Lexington, Fayette County, Kentucky 40507.

“Madison” means the County of Madison, Kentucky, a county and political subdivision of the Commonwealth of Kentucky, having a mailing address of 135 West Irvine Street, Suite 300, Richmond, Kentucky 40475.

“Parties” means all of the Counties, the Cities, and Lexington.

“Party” means any of the Counties, the Cities, or Lexington.

“Party Indebtedness” means indebtedness incurred by a Party, in accordance with the laws of the Commonwealth, for the purpose of financing all or a portion of the costs of a Business Park.

“Permitted Activities” means (i) with respect to the Industrial Authority Act, all of the powers, actions, and activities permitted to be exercised or conducted by an industrial development authority thereunder; (ii) with respect to KRS 273.1651 to 273.390, inclusive, all of the powers, actions, and activities permitted to be exercised or conducted by a nonstock, nonprofit corporation thereunder; (iii) with respect to KRS 58.180, all of the powers, actions, and activities permitted to be exercised or conducted by a nonstock, nonprofit corporation thereunder; and (iv) all other lawful activities of the Authority permitted by the laws of the Commonwealth; provided, however, that the powers, actions, and activities recognized by clauses (ii) through (iv), inclusive, of this definition shall be reasonably limited and restrained, in the reasonable judgment of the Board, upon the advice of counsel, to those necessary or expedient to permit the Authority to accomplish the powers, actions, and activities permitted by the

Industrial Authority Act. For purposes of clarity, Permitted Activities includes, without limitation, the planning, development, acquisition, construction, financing, implementation, management, and promotion of Business Parks by the Authority.

“Revenue Bond Issue” means Indebtedness incurred by the Authority in accordance with KRS 154.50-340(4) through the issuance of revenue bonds issued under the terms, conditions, and procedures set forth in KRS 58.010 to 58.205, inclusive, as in effect from time to time.

“Scott” means the County of Scott, Kentucky, a county and political subdivision of the Commonwealth of Kentucky, having a mailing address of 101 East Main Street No. 210, Georgetown, Kentucky 40324.

“Share Percentage” means a Party’s percentage of a Business Park as reflected in Exhibit B to this Agreement, and as reflected on any subsequent amendments or additions to Exhibit B.

“Taxes and Fees” means, (i) with respect to the Current Business Park, (a) all ad valorem taxes, occupational license fees or taxes, insurance premium taxes, and net profit license fees or taxes received by a Party from third parties in connection with the Current Business Park; and (b) all payments in lieu of taxes received by such Party from third parties in connection with the Current Business Park; and (ii) with respect to any Future Business Park, (a) all ad valorem taxes, occupational license fees or taxes, insurance premium taxes, utility fees or taxes, or net profit license fees or taxes received by a Party from third parties in connection with such Future Business Park and determined to be applicable by the Parties hereunder with respect to such Future Business Park; and (b) all payments in lieu of taxes received by such Party from third parties in connection with such Future Business Park and determined to be applicable by the Parties hereunder with respect to such Future Business Park.

ARTICLE II
FISCAL YEAR BUDGETS AND APPROPRIATIONS;
SHORTFALLS; EXCESS FUNDS

Section 2.01. Fiscal Year Budget. The Authority shall provide the Parties a Budget for each Fiscal Year of the Authority on or before the annual deadline required by the Bylaws. Notwithstanding any requirement within the Bylaws, each Budget shall account for funds required for all reasonably expected Permitted Activities to be conducted by the Authority during the applicable Fiscal Year, including, without limitation, (i) payment of debt service for all Indebtedness and Party Indebtedness then outstanding and for which principal, premium, interest, and fees shall become payable during such Fiscal Year; and (ii) costs payable with respect to all Business Parks during such Fiscal Year. Each Party shall reasonably cooperate with the Authority to provide a reasonable estimate of such Taxes and Fees for any such Budget. The Parties may make such Appropriations as permitted by the Bylaws.

Section 2.02. Taxes and Fees. The Parties hereby pledge the Taxes and Fees to be received from Business Parks to the Authority. The Parties agree to make reasonable efforts to track, identify, and pay all Taxes and Fees generated by Business Parks located within their respective jurisdictional boundaries to the Authority for use by the Authority as provided within the Budget. Each Party shall pay all applicable Taxes and Fees within thirty days of their receipt by such Party. Such use shall include, without limitation, the payment of debt service and related fees on Indebtedness incurred by the Authority

or Party Indebtedness incurred by any such Party for the benefit of a Business Park that generated such Taxes and Fees.

Section 2.03. Budget Shortfalls. If the Authority experiences a deficit in available operating funds in any Fiscal Year, and the Board approves an amended Budget to address such deficit, and such amended Budget includes an increase in Appropriations during such Fiscal Year, the Parties hereby agree to consider in good faith any such increase. If any Party cannot or does not provide its requested Appropriation within the time period provided in the Bylaws, the Board shall propose adjustments to their respective Capital Accounts in accordance with Section 5.01 hereof to increase the shares of the Parties satisfying the funding call and decreasing the Share Percentages of the Parties failing to satisfy such funding call hereunder. If a Party fails to pay all or part of its share of an Appropriation required by this Agreement, one or more other Parties may, but are under no obligation to, pay such amount to the Authority on behalf of the other Party. In such an event, the Authority shall propose adjustments of the Parties' respective Share Percentages in the form of an Amended and Restated Schedule of Share Percentages. Upon a proposal by the Board to amend and restate the then existing Schedule of Share Percentages, it shall distribute the proposed form to each of the Parties within sixty (60) days. The Parties shall, within sixty (60) days of receipt, either (i) unanimously approve in writing the proposed Amended and Restated Schedule of Share Percentages; or (ii) request a meeting of the Parties, to be called by the Board in accordance with the Bylaws, to discuss the proposed Amended and Restated Schedule of Share Percentages. The Amended and Restated Schedule of Share Percentages shall become effective and incorporated herein as Exhibit B-1 upon the written approval of the Parties.

If a Business Park is damaged or adversely affected by an infrastructure failure, a severe natural occurrence, or an event that results in a state or local authority declaring a state of emergency, the Authority and the Board may seek additional appropriations to repair or make whole the damaged Business Park in the manner provided in this Section 2.03.

Section 2.04. Distributions of Excess Funds. The Parties agree that distributions pursuant to this Section shall only be made after all legal obligations of the Authority are satisfied and all existing commitments are fulfilled. Subject to the foregoing, the Authority shall maintain the amount of funds necessary for the planning, development, acquisition, construction, financing, implementation, management, and promotion of Business Parks as determined by the Board. Among its operating expenses, the Authority shall appropriate jointly to the Host County and Host City a percentage of net revenues collected on the Current Business Park as set forth in Exhibit B-1, which shall be reviewed by the Authority at least once every five (5) years to determine the correct Host County and Host City joint appropriation based upon the costs incurred by the Host County and Host City jointly for the provision of local services to the Current Business Park. Any excess funds in a particular Fiscal Year shall be distributed by the Board among the Parties in accordance with their then applicable respective Share Percentages for each Business Park, in accordance with Exhibit B, on or before each May 1; provided, however, that the Authority may additionally reserve an amount up to 25% of its annual budgeted operating expenditures when determining any amount subject to distribution hereunder. A Party may refund its share of excess funds to the Authority at its sole discretion as authorized by its Governing Body; no such discretionary refund shall affect the Parties' Share Percentages.

At the end of each Fiscal Year, the Host County and Host City shall provide jointly to the Authority an accounting of the actual costs incurred by the Host County and Host City, including

but not limited to the costs of providing fire, police, EMS, or other emergency services.

Section 2.05. No Third Party Right of Enforcement. The Parties hereby agree and acknowledge that their respective commitments to and rights associated with the Authority hereunder, as authorized by their respective Governing Bodies, are for their mutual advantage alone and do not confer rights to third parties to enforce such commitments or rights for such third parties' benefit or advantage.

Section 2.06. Reimbursement for Startup Expenses. The Parties hereby agree that the initial Budget shall include provision for the reimbursement of any Party that has paid startup expenses on behalf of the Authority in pursuit of the Authority's development or formation, as agreed upon by the Parties.

ARTICLE III PURSUIT OF BUSINESS PARKS: CURRENT BUSINESS PARK; FUTURE BUSINESS PARKS; METHOD OF FUNDING

Section 3.01. Engagement in Permitted Activities; Pursuit of Business Parks. The Authority may engage in any Permitted Activity or Permitted Activities authorized by the Board in accordance with the Bylaws, including, without limitation, the planning, development, acquisition, construction, financing, implementation, management, and promotion of Business Parks.

Section 3.02. Agency for Grants. Each Party with the power to apply for available grant funds applicable to Business Parks hereby grants such power, which is non-exclusive and irrevocable for the duration of the Business Park, to the Authority. The Authority is expressly authorized to make or agree to changes in an application for such grant funds, or to enter into any agreement necessary or convenient to affect or assist in the distribution of such grant funds.

Section 3.04. Authorization of Current Business Park. The Parties hereby authorize the Authority to proceed with the planning, development, acquisition, construction, financing, implementation, management, and promotion of the Current Business Park.

Section 3.05. Future Business Parks. The Parties acknowledge and agree that the Authority may desire to pursue Future Business Parks during the term of this Agreement. The Parties hereby agree to subject any such Future Business Park to the requirements of this Agreement upon the satisfaction of the following:

(a) The Authority provides each Party a written description and analysis of such Future Business Park, including its location and a summary of the Authority's reasonable expectations regarding the costs of the planning, development, acquisition, construction, financing, implementation, management, promotion, and funding of such Future Business Park;

(b) The Governing Body of each Party adopts a resolution or municipal order, as the case may be, approving the Authority's acquisition, development, and promotion of such Future Business Park and establishing the same parameters to govern any Indebtedness, Party Indebtedness, or other source of funding related to such Future Business Park;

(c) Each financing instrument governing the Indebtedness to finance the Future Business Park wherein a Party pledges an interest in Appropriations as security therefor must contain a disclosure substantially conforming to Section 4.05 hereof; and

(d) The Board proposes Share Percentages for each Party participating in a Future Business Park as a result of any contributions made or to be made by the respective Parties in connection with such Future Business Park in accordance with Section 5.01 hereof. Such Share Percentages for a Future Business Park may be reflected in a separate Capital Account and Schedule of Share Percentages for the Future Business Park, to be adopted by two-thirds of the Parties participating in the Future Business Park in accordance with Section 5.01 hereof.

Section 3.06. Business Park Costs to be Paid with Appropriations, Grants, and Indebtedness. The Parties anticipate that the primary source of funding for the Business Park described herein shall be federal and state funding that is available for Business Parks under multi-jurisdiction agreements. Notwithstanding the foregoing, the Parties agree that the costs of planning, developing, acquiring, constructing, financing, implementing, managing, and promoting Business Parks may be paid for using any means available to the Authority and authorized by the Board, including, without limitation, Appropriations (including contributions of the proceeds of Party Indebtedness), grants, and Indebtedness.

ARTICLE IV INDEBTEDNESS

Section 4.01. General Restriction. Notwithstanding anything in the Bylaws to the contrary, the Parties agree that they shall not cause or permit the Authority to incur Indebtedness with respect to a Business Park without the prior approval of the Board and advance written notice to the Parties.

Section 4.02. Authorization of Indebtedness. The Parties hereby authorize the Authority to incur Indebtedness to finance the costs of the planning, developing, acquiring, constructing, financing, implementing, managing, and promoting of Business Parks and to pay any costs of borrowing, provided the Board unanimously approves the following:

- (a) The maximum principal amount of the Indebtedness;
- (b) The maximum term the Indebtedness shall be outstanding (including all renewals and extensions thereof);
- (c) The maximum interest rate the Indebtedness shall bear per annum, expressed as either a fixed rate or a variable rate based upon a known index and credit spread;
- (d) The security to be provided by the Authority for repayment of the Indebtedness; and
- (e) Whether any lease, sublease, or other arrangement with a Party is needed to provide credit enhancement for the Indebtedness related to any particular Business Park.

Section 4.03. Securing Indebtedness. The Authority may secure the repayment of Indebtedness using any means permitted under the Industrial Authority Act and approved by the Board

before the incurrence of such Indebtedness, including the grant of a mortgage or other security interest in all or a portion of the Business Park to be financed.

The Parties hereby agree to consider, in connection with any particular Business Park, a request of the Board to enter into a lease or sublease of such Business Park, in accordance with applicable law for the purpose of providing a general obligation pledge in connection with any Indebtedness incurred by the Authority for such Business Park.

Section 4.04. Party Indebtedness. As an alternative to Indebtedness, a party may assist the Authority with financing a Business Park by incurring Party Indebtedness under the Party's own name and pledging the Party's own security. In such case, (i) the Parties shall be notified of the proposed Party Indebtedness at least sixty (60) days prior to its issuance; (ii) the Party shall loan, lease, grant, or appropriate the proceeds of such Party Indebtedness to the Authority for the benefit of the Business Park; and (iii) the Authority shall transfer funds of the Authority, comprised first of moneys received as Appropriations from such Party, to such Party in accordance with the Bylaws to enable such Party to timely pay all debt service owed with respect to such Party Indebtedness.

Section 4.05. Required Disclosure for Indebtedness. Each financing document governing Indebtedness of the Authority (but not Party Indebtedness) where an interest in Appropriations is pledged to the Authority as security therefor must contain a disclosure substantially conforming to the following:

The Borrower and the Lender acknowledge and agree that (i) the Lexington-Fayette Urban County Government, Kentucky, (ii) the County of Madison, Kentucky, (iii) the County of Scott, Kentucky, (iv) the City of Berea, Kentucky, and (v) the City of Georgetown, Kentucky (collectively, the "Local Governments") have entered into an Interlocal Cooperation Agreement (the "Interlocal Agreement"). The Borrower and the Lender acknowledge and agree that the Local Governments have not guaranteed any such payments by the Borrower and that no obligation of the Local Governments pursuant to the Interlocal Agreement shall constitute a general obligation of any such political subdivision, a pledge of their respective faith or credit, or a pledge of their respective taxing powers for the repayment of the Borrower's obligations hereunder. No Local Government has otherwise pledged its taxing power for the repayment of the Borrower's obligations hereunder. In addition, the Local Governments are empowered to amend, supplement, replace, or terminate the Interlocal Agreement (including their rights and obligations to the Borrower thereunder) in accordance with the terms of the Interlocal Agreement and the Constitution and laws of the Commonwealth of Kentucky.

ARTICLE V MAINTENANCE OF CAPITAL ACCOUNTS

Section 5.01. Maintenance of Capital Accounts by the Authority. The Authority shall establish a ledger, in which the Authority shall further establish Capital Accounts for each Party hereunder. The Capital Accounts shall be used by the Authority to reflect each Party's Share Percentage on each date

required hereunder or under the Bylaws. The Share Percentage for the Current Project is established on Exhibit B-1 attached hereto and shall continue in effect until and unless modified pursuant to Section 2.03.

ARTICLE VI MISCELLANEOUS

Section 6.01. Duty to Report. The Host County agrees to report to the Board and each Party within sixty (60) days any significant event (such as changes in tax rates or tax structure) which may affect the Budget.

Section 6.02. Use of Revenue. There may be instances in which occupational tax revenue may be required to attract companies and/or industry until the Business Park is complete, and/or all available land is sold or leased. In such instances, any special arrangements related to the special use of the revenues shall be unanimously approved by the Parties in accordance with the applicable requirements of their respective Governing Authorities.

Section 6.03. Employment Benefit. The Parties agree to cooperate in encouraging any private business entity locating an operation within or as a part of the Business Park to hire its employees from within the Parties' jurisdictional area.

Section 6.04. Reservations regarding Other Business Parks. The Parties' grant of power to the Authority in this Agreement is for the Business Parks contemplated by this Agreement only; the Parties do not waive their right to apply to the Cabinet for funding for any other Business Park, whether as a single county or city, or acting in concert with each other or any other county.

Section 6.05. Competitive Bidding Requirements. The Authority shall utilize a competitive procurement process for all purchases and contracts compliant with KRS 424.260, applicable throughout the term of this Agreement, and shall adopt procurement guidelines that comply with applicable federal and state procurement laws and administrative regulations.

Section 6.06. Termination by Unanimous Agreement. Notwithstanding any other provision hereunder, this Agreement shall terminate and be of no further force or effect upon the written consent of all the Parties hereto.

Section 6.07. Actions upon Termination. As of the Effective Date, the Parties do not reasonably expect it will be necessary to dispose of any property upon the partial or complete termination of this Agreement, given the expected continued existence of the Authority independent of this Agreement (the Authority having been established by separate and prior legislative actions of the Parties). Nevertheless, if the termination of this Agreement necessitates any such property to be disposed of, such property shall be returned to the Parties in the same proportions as their respective Share Percentages in effect as of the effective date of termination of this Agreement.

Section 6.08. Private Entity Association upon Completion. Upon the completion of the Current Business Park with all parcels occupied by private entities, the Authority shall cede responsibility for the maintenance and operation of the Current Business Park to an association formed by its private entity occupants. The Authority may assist the occupants of the Current Business Park to organize their

association and may be a party to the association in its sole discretion.

Section 6.09. Withdrawal. If a Party desires to withdraw from this Agreement prior to its date of termination in accordance with Section 6.07 hereof, the remaining Parties may choose to (i) amend this Agreement as necessary to continue the Authority and their respective activities hereunder after the withdrawal of the terminating Party, (ii) jointly choose a successor member or members to succeed such withdrawing Party, or (iii) terminate this Agreement in accordance with the applicable provisions herein. No withdrawing Party shall be entitled to the return of any money or property advanced to the Authority according to KRS 154.50-330(1).

Section 6.10. PDI Grants. If a Business Park has been funded by a Product Development Initiative (“PDI”) grant by the Cabinet, if, in the determination of the Secretary of the Cabinet, the Authority cannot successfully complete the Business Park, the Parties agree to direct the Board to immediately transfer all of the Authority’s right, title, and interest in the Business Park to the Scott County Fiscal Court in order to salvage all possible economic development efforts funded by the Cabinet.

Section 6.11. Right of Inspection. Each Party shall be entitled to review documents created and/or maintained by the Authority upon its reasonable request in accordance with KRS 154.50-336(3).

Section 6.12. Amendment. An amendment may be made to this Agreement upon the written agreement and approval by all Parties, subject to any third-party approvals then required by the Interlocal Cooperation Act.

Section 6.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of such portion shall not affect any or all of the remaining portions of this Agreement.

Section 6.14. Interpretation Not Affected by Headings, etc. The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and acknowledged by officers of official duty authorized by the respective governing bodies of the Parties hereto, as of the date first written above.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT, KENTUCKY

Mayor Linda Gorton
Mayor

Date

COUNTY OF MADISON, KENTUCKY

Reagan Taylor
Madison County Judge/Executive

Date

COUNTY OF SCOTT, KENTUCKY

Joe Pat Covington
County Judge/Executive

Date

CITY OF BEREA, KENTUCKY

Bruce Fraley
Mayor

Date

CITY OF GEORGETOWN, KENTUCKY

Burney Jenkins
Mayor

Date

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

I, the undersigned Notary Public in and for the State and County aforesaid, hereby certify that the foregoing Interlocal Cooperation Agreement was on this day produced to me in said County and State by _____, on behalf of the Parties, and acknowledged before me the execution of said instrument to be their free act and deed.

IN TESTIMONY WHEREOF, witness my signature and notarial seal this
____ day of _____, 2024.

My commission expires: _____

(Seal of Notary)

Notary Public, Commonwealth at Large, Kentucky

THIS INSTRUMENT WAS PREPARED BY:

Anne-Tyler Morgan, Esq.
McBrayer PLLC
201 East Main Street, Suite 900
Lexington, Kentucky 40507

EXHIBIT A
ORDER

Pursuant to KRS 154.50-326, we, the Mayors and County Judge/Executives of Lexington-Fayette Urban County Government; the Counties of Madison and Scott; and the Cities of Berea and Georgetown hereby appoint the following six (6) members to the Central Kentucky Business Park Authority (the "Authority") for terms as indicated below:

1. _____ is appointed to the Authority for a term of four (4) years.
2. _____ is appointed to the Authority for a term of two (2) years.
3. _____ is appointed to the Authority for a term of two (2) years.
4. _____ is appointed to the Authority for a term of three (3) years.
5. _____ is appointed to the Authority for a term of four (4) years.
6. _____ is appointed to the Authority for a term of three (3) years.

After the expiration of the terms of these initial appointments, all subsequent appointments shall be for terms of four (4) years.

| | |
|---|------|
| Lexington-Fayette Urban County Government | Date |
| Mayor Linda Gorton | |

| | |
|--|------|
| Madison County Judge/Executive Reagan Taylor | Date |
|--|------|

| | |
|--|------|
| Scott County Judge/Executive Joe Pat Covington | Date |
|--|------|

| | |
|-----------------------------|------|
| Mayor of Berea Bruce Fraley | Date |
|-----------------------------|------|

| | |
|------------------------------------|------|
| Mayor of Georgetown Burney Jenkins | Date |
|------------------------------------|------|

EXHIBIT B-1

**SHARE PERCENTAGE
for
TRIPLE CROWN BUSINESS PARK**

Ten percent (10%) of the net revenues generated by the Triple Crown Business Park shall be distributed jointly to the Host County and Host City (Scott County and the City of Georgetown). After such a distribution, the Authority in its discretion may reserve additional funds pursuant to Section 2.04 of the Agreement. Any remaining funds shall then be distributed to the Parties according to the Current Project Percentage below.

| <u>Party</u> | <u>Initial Share Percentage</u> | <u>Current Project Percentage</u> |
|---------------------------|--|--|
| LFUCG | 33.33% | 33.33% |
| Madison County | 18.75% | 18.75% |
| City of Berea | 10.42% | 10.42% |
| Scott County | 18.75% | 18.75% |
| City of Georgetown | 18.75% | 18.75% |
| | TOTAL | 100% |

EXHIBIT B-2

**SHARE PERCENTAGE
for
[Future Business Park]**

Ten percent (10%) of the net revenues generated by the [Future Business Park] shall be distributed to the Host County ([Host] County). After such a distribution, the Authority in its discretion may reserve additional funds pursuant to Section 2.04 of the Agreement. Any remaining funds shall then be distributed to the Parties according to the Current Project Percentage below.

| <u>Party</u> | <u>Initial Contribution Percentage</u> | <u>Current Project Percentage (including 10% Host County Share)</u> |
|---------------------------|---|--|
| LFUCG | TBD | TBD |
| Madison County | TBD | TBD |
| City of Berea | TBD | TBD |
| Scott County | TBD | TBD |
| City of Georgetown | TBD | TBD |
| | TOTAL | 100% |

MEMBERSHIP AGREEMENT
Central Kentucky Business Park Authority

THIS MEMBERSHIP APPOINTMENT AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between the legislative bodies of the Lexington-Fayette Urban County Government, the Counties of Madison and Scott, and the Cities of Berea and Georgetown, (each “Party”, or collectively “Parties”) each of which is a political subdivision of the Commonwealth of Kentucky (the “Commonwealth”).

WHEREAS, Sections 154.50-301 through 154.50-346 of the Kentucky Revised Statutes (“KRS”) as amended, allow for a governmental unit to create a nonprofit industrial development authority to act as the agency and instrumentality and the constituted authority of such governmental agency in the acquisition and development of industrial sites, parks, and subdivisions (as defined in KRS 154.50-313) for economic development purposes; and

WHEREAS, the Parties have agreed it is in their mutual interest to pursue cooperatively economic development opportunities within their jurisdiction in part through the operation of an Authority; and

WHEREAS, the Parties have, in fact, jointly created a regional industrial development authority which is referred to hereafter as "Authority", but the legal name of which is the Central Kentucky Business Park Authority; and

WHEREAS, KRS 154.50-316(1) requires an Authority to be composed of not less than six (6) and not more than eight (8) members, and pursuant to KRS 154.50-326(1)(d)2, the Parties elect for those members and their successors to be chosen by the mayors and county judges/executive involved in a manner established in an agreement between the legislative bodies of the cities and counties establishing the Authority; and

WHEREAS, KRS 154.50-326(2) requires members of the Authority to serve staggered terms dependent upon the number of members appointed. If the Authority is composed of six (6) members, two (2) members shall be initially appointed for two (2) years, two (2) members for three (3) years, and two (2) members for four (4) years. Upon expiration of these staggered terms, successors shall be appointed for a term of four (4) years.

NOW THEREFORE, be it ordered hereto by the Parties as follows:

1. Membership. The Board shall be comprised of six (6) members in accordance with KRS 154.50-326(1) and the Authority’s Articles of Incorporation.
2. Appointments. The Counties of Madison and Scott in tandem with the city government Parties located within their respective jurisdictions, as well as the Lexington Fayette Urban County Government, shall each select two (2) members to serve on the Authority’s Board of Directors. In the case of a vacancy at end of term or due to death, incapacity, resignation, the Party previously represented by that member shall appoint a new member to serve on the Authority as soon as feasible **but in no event more than thirty (30) days after the vacancy occurs**. The appointing

jurisdiction reserves the right to replace its member(s) upon a showing of misconduct as an Authority member or upon conviction of a felony in accordance with KRS 154.50-326(3).

3. This Agreement shall terminate, with no further action required of any one or more of the Parties, upon the termination of the Authority.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of such portion shall not affect any or all of the remaining portions of this Agreement.

[Insert Notice Provision]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and acknowledged by officers of official duty authorized by the respective governing bodies of the Parties hereto, as of the date first written above.

Lexington-Fayette Urban County Government
Mayor Linda Gorton

Date

Witness: _____

Madison County Judge/Executive Reagan Taylor

Date

Witness: _____

Scott County Judge/Executive Joe Pat Covington

Date

Witness: _____

Mayor of Berea Bruce Fraley

Date

Witness: _____

Mayor of Georgetown Burney Jenkins

Date

Witness: _____

4871-7092-0098, v. 5

RESOLUTION NO. _____ - 2024

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL APPROVING THE ECONOMIC DEVELOPMENT PARTNERSHIP WITH MADISON COUNTY, SCOTT COUNTY, CITY OF BEREA, CITY OF GEORGETOWN, AND CITY OF RICHMOND; AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT, MEMBERSHIP AGREEMENT, AND OTHER NECESSARY AND RELATED DOCUMENTS, FORMING THE CENTRAL KENTUCKY BUSINESS PARK AUTHORITY; AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$2,125,000.00 TO THE AUTHORITY FOR THE PURPOSE OF CARRYING OUT THE DUTIES AND POWERS OF THE AUTHORITY AS LIMITED BY THE AFOREMENTIONED AGREEMENTS AND RELEVANT STATE LAW.

WHEREAS, the Lexington-Fayette Urban County Government is responsible for the welfare of the people of Lexington-Fayette County, Kentucky, and

WHEREAS, providing economic opportunity and growth is necessary for the welfare of the people of Lexington-Fayette County, Kentucky, and

WHEREAS, the Lexington-Fayette Urban County Government also recognizes that in the current economic development environment, opportunities for growth may be better realized by partnering with other local governments, and

WHEREAS, Lexington-Fayette Urban County Council has voted to join Madison County, Scott County, City of Berea, City of Georgetown, and City of Richmond in purchasing and developing real estate for an industrial park and establishing a multi-county nonprofit industrial development authority, and

WHEREAS, the Lexington-Fayette Urban County Council has voted to designate the Mayor of Lexington-Fayette County as its authorized representative and signatory for all matters related to the purchase and development of the property and to establish the development authority referenced herein, in satisfaction of KRS 65.240(3), and

WHEREAS, the Lexington-Fayette Urban County Council desires to adopt a resolution setting forth that Mayor of Lexington-Fayette County as the authorized signer so that this Resolution can be submitted to any entity desiring to have written verification of what is set forth herein, and

WHEREAS, KRS 154.50-340 authorizes the Lexington-Fayette Urban County Government to provide funds to the multi-county nonprofit industrial development authority for industrial development, and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Lexington-Fayette Urban County Council hereby recognizes the economic development partnership between the Urban County Government and Madison County, Scott County, City of Berea, City of Georgetown, and City of Richmond, and approves the establishment of a multi-county nonprofit industrial development authority, commonly referred to as the Central Kentucky Business Park Authority, pursuant to the terms of the Interlocal Cooperation Agreement, Membership Agreement, and relevant state law.

Section 2 – That the Mayor of Lexington-Fayette County, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is appointed and designated as its authorized representative for all matters relating to the development of one or more joint industrial parks and the industrial development authority.

Section 3 – That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Interlocal Cooperation Agreement, Membership Agreement, and any and all documents necessary and appropriate for the development of said industrial park and development authority.

Section 4 – That an amount, not to exceed \$2,125,000.00, be and hereby is approved for payment to the Central Kentucky Business Park Authority, from account # 1105-136102-1361-71299, for the purpose of carrying out the duties and powers of the authority as limited by the Interlocal Cooperation Agreement, Membership Agreement, and relevant state law. This Resolution and the authority granted herein is not and shall not be interpreted as authority to expend funds outside those funds designated for this development within the Budget of the Lexington-Fayette Urban County Government or any amendments thereto.

Section 5 – That the Lexington-Fayette Urban County Council shall have the power to revoke the grant of authority set forth herein by majority vote of the Urban County Council.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
1018-24:EPT:4895-4311-6786, v. 1

A RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY COUNCIL APPROVING THE ECONOMIC DEVELOPMENT PARTNERSHIP WITH MADISON COUNTY, SCOTT COUNTY, CITY OF BEREA, AND CITY OF GEORGETOWN, AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT, MEMBERSHIP AGREEMENT, AND OTHER NECESSARY AND RELATED DOCUMENTS, FORMING THE CENTRAL KENTUCKY BUSINESS PARK AUTHORITY; AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$2,125,000.00 TO THE AUTHORITY FOR THE PURPOSE OF CARRYING OUT THE DUTIES AND POWERS OF THE AUTHORITY AS LIMITED BY THE AFOREMENTIONED AGREEMENTS AND RELEVANT STATE LAW; ALL CONTINGENT UPON APPROVAL OF THE AUTHORITY'S CREATION, AND EXECUTION OF ALL NECESSARY AGREEMENTS, BY ALL PARTIES TO THE INTERLOCAL COOPERATION AGREEMENT.

WHEREAS, the Lexington-Fayette Urban County Government is responsible for the welfare of the people of Lexington-Fayette County, Kentucky, and

WHEREAS, providing economic opportunity and growth is necessary for the welfare of the people of Lexington-Fayette County, Kentucky, and

WHEREAS, the Lexington-Fayette Urban County Government also recognizes that in the current economic development environment, opportunities for growth may be better realized by partnering with other local governments, and

WHEREAS, Lexington-Fayette Urban County Council has voted to join Madison County, Scott County, City of Berea, and City of Georgetown in purchasing and developing real estate for an industrial park and establishing a multi-county nonprofit industrial development authority, and

WHEREAS, the Lexington-Fayette Urban County Council has voted to designate the Mayor of Lexington-Fayette County as its authorized representative and signatory for all matters related to the purchase and development of the property and to establish the development authority referenced herein, in satisfaction of KRS 65.240(3), and

WHEREAS, the Lexington-Fayette Urban County Council desires to adopt a resolution setting forth that Mayor of Lexington-Fayette County as the authorized signer so that this Resolution can be submitted to any entity desiring to have written verification of what is set forth herein, and

WHEREAS, KRS 154.50-340 authorizes the Lexington-Fayette Urban County Government to provide funds to the multi-county nonprofit industrial development authority for industrial development, and

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

Section 1 – That the Lexington-Fayette Urban County Council hereby recognizes the economic development partnership between the Urban County Government and Madison County, Scott County, City of Berea, and City of Georgetown, and approves the establishment of a multi-county nonprofit industrial development authority, commonly referred to as the Central Kentucky Business Park Authority, pursuant to the terms of the Interlocal Cooperation Agreement, Membership Agreement, and relevant state law.

Section 2 – That the Mayor of Lexington-Fayette County, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is appointed and designated as its authorized representative for all matters relating to the development of one or more joint industrial parks and the industrial development authority.

Section 3 – That the Mayor, or her designee, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Interlocal Cooperation Agreement, Membership Agreement, and any and all documents necessary and appropriate for the development of said industrial park and development authority.

Section 4 – That an amount, not to exceed \$2,125,000.00, be and hereby is approved for payment to the Central Kentucky Business Park Authority, from account # 1105-136102-1361-71299, for the purpose of carrying out the duties and powers of the authority as limited by the Interlocal Cooperation Agreement, Membership Agreement, and relevant state law. This Resolution and the authority granted herein is not and shall not be interpreted as authority to expend funds outside those funds designated for this development within the Budget of the Lexington-Fayette Urban County Government or any amendments thereto.

Section 5 – That the Lexington-Fayette Urban County Council shall have the power to revoke the grant of authority set forth herein by majority vote of the Urban County Council.

Section 6 – That all recognition, appointments, approvals, designations, and authorizations provided herein shall be contingent upon approval of the authority's creation, and execution of all necessary agreements, by Madison County, Scott County, City of Berea, and City of Georgetown.

Section 7 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: October 24, 2024

Linda Gorton

MAYOR

ATTEST:

[Signature]

CLERK OF URBAN COUNTY COUNCIL

1018-24:EPT:4895-4311-6786, v. 2

MOTION TO AMEND

I move to amend Item # 24 under Resolutions – First Reading, relating to the creation of Central Kentucky Business Park Authority, to remove any reference to the City of Richmond and to make the resolution contingent upon approval of the authority's creation, and execution of all necessary agreements, by all parties to the Interlocal Cooperation Agreement.

Councilmember

Motion to be made at the October 24, 2024 Council Meeting.

NEW HEADING FOR COUNCIL CLERK TO READ

A Resolution of the Lexington-Fayette Urban County Council approving the Economic Development Partnership with Madison County, Scott County, City of Berea, and City of Georgetown; authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Interlocal Cooperation Agreement, Membership Agreement, and other necessary and related documents, forming the Central Ky. Business Park Authority; and authorizing payment in the amount of \$2,125,000 to the Authority for the purpose of carrying out the duties and powers of the authority as limited by the aforementioned agreements and relevant state law; all contingent upon approval of the authority's creation, and execution of all necessary agreements, by all parties to the Interlocal Cooperation Agreement.

4887-8936-7794, v. 1



Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 1019-24

File ID: 1019-24

Type: Resolution

Status: Approved

Version: 1

Contract #: 303-2024

In Control: Urban County Council

File Created: 10/07/2024

File Name: EXECUTE CONSULTANT SERVICES AGREEMENT AND AWARD LEXINGTON TECH STUDY TO TECONNOMY

Final Action: 10/24/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the purchase of Service Agreement (awarded pursuant to RFP 46-2024) with TEconomy Partners, LLC, to perform a local economic and workforce development opportunities study, at a cost not to exceed \$132,860. [Mayor's Office, Glasscock]

Notes: In office 10/17/2024. MS

Stamped and filed in the CCO. Returned to Troy Black 10/29/2024. MS

Sponsors:

Enactment Date: 10/24/2024

Attachments: Lexington Tech Study RFP Blue Sheet, TEconomy PSA Signed October 2024, 1019-24- TECONOMY Agreement for workforce study 4855-4655-3073 v.1.docx, R-538-2024, Contract #303-2024, Contract #303-2024

Enactment Number: R-538-2024

Deed #:

Hearing Date:

Drafter: Troy Black

Effective Date:

History of Legislative File

| Ver- sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---------------|-----------------------------------|------------|------------------------------------|----------------------|------------|-----------------|---------|
| 1 | Urban County Council Work Session | 10/15/2024 | Approved and Referred to Docket | Urban County Council | 10/24/2024 | | Pass |
| 1 | Urban County Council | 10/24/2024 | Received First Reading | Urban County Council | 10/24/2024 | | |
| 1 | Urban County Council | 10/24/2024 | Suspended Rules for Second Reading | | | | Pass |
| 1 | Urban County Council | 10/24/2024 | Approved | | | | Pass |

Text of Legislative File 1019-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute the purchase of Service Agreement (awarded pursuant to RFP 46-2024) with TEconomy Partners, LLC, to perform a local economic and workforce development opportunities study, at a cost not to exceed \$132,860. [Mayor's Office, Glasscock]

Summary

Authorization to execute a Purchase of Service Agreement (PSA) with TEconomy Partners, LLC, pursuant to RFP 46-2024, for a local economic and workforce development opportunities study related to the technology sector at a cost of \$132,860. Funds are Budgeted. (L1019-24) (Glasscock/Atkins)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: {Yes, Completed by [Evan Thompson, 10/07/2024]}

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

Fully Budgeted [select]: Yes

Account Number: 1144-136102-1361-71299

This Fiscal Year Impact: \$ 132,860.00

Annual Impact: NA

Project:

Activity:

Budget Reference:

Current Balance:



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

**FROM: TROY BLACK
ADMINISTRATIVE SPECIALIST**

DATE: OCTOBER 7, 2024

**RE: EXECUTE PURCHASE OF SERVICE AGREEMENT WITH TECONOMY PARTNERS, LLC FOR
RFP 46-2024**

Request:

Authorization to execute a Purchase of Service Agreement (PSA) with TEconomy Partners, LLC for RFP 46-2024 “Local Economic and Workforce Development Opportunities Study.”

Why are you requesting:

As part of the Lexington-Fayette Urban County Fiscal Year 2025 budget funding was approved for a comprehensive study of local economic and workforce development opportunities related to the technology sector. The goals of this study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

The study will include: 1) Assessment of Current Landscape; 2) Labor Market Analysis; 3) Identification of Economic Development Opportunities; 4) Identification of Workforce Development Opportunities; and 5) Policy and Regulatory Recommendations.

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

The cost for FY2025 is: \$132,860.00

The cost for future FY is: N/A

Are the funds budgeted: Yes
1144-136102-1361-71299

Director/Commissioner Amy Glasscock/Kevin Atkins



PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the ___7th___ day of __October_ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and TEconomy Partners, LLC, an Ohio corporation, ("Organization") with offices located at 8122 Blind Brook Ct, Columbus, Ohio 43235.

WITNESSETH

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

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on October 7, 2024 and shall last for a period of 6 months unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP Document (RFP # 46-2024)
 - b. Exhibit "B" – Consultant Proposal

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

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits "A" and "B" for LFUCG in a timely, workmanlike and professional manner (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thirty-Two Thousand Eight Hundred Sixty Dollars and No Cents (\$132,860.00) for the performance of the Services. Such payments shall be exceed issued as follows:
 - Three Thousand Two Hundred Eighty Dollars and No Cents (\$3,280.00) invoiced upon completion of Task 1.
 - Twenty-Six Thousand Eight Hundred Dollars and No Cents (\$26,800.00) invoiced upon completion of Task 2.

- Twenty Thousand One Hundred Dollars and No Cents (\$20,100.00) invoiced upon completion of Task 3.
- Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00) invoiced upon completion of Task 4.
- Twenty-Nine Thousand Dollars and No Cents (\$29,000.00) invoiced upon completion of Task 5.
- Thirty Thousand Two Hundred Eighty Dollars and No Cents (\$30,280.00) invoiced upon completion of Task 6.

. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. "Tasks", referenced above, shall be defined as provided in Exhibit B.

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

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference with the following modification. Required Insurance Coverage will be as follows:

| Coverage | Limits |
|------------------------|---|
| General Liability | \$2 million per occurrence, \$4 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000 |
| Professional Liability | \$1 million per occurrence |

Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

10. INTELLECTUAL PROPERTY.

a. Except as provided below, all rights in copyrightable works delivered to LFUCG by Organization shall belong to LFUCG. With respect to copyrightable works, including tables, protocols, data, and other works of expression developed by Organization independently of this Agreement but incorporated in materials delivered to LFUCG, Organization shall remain the owner of these works. Organization hereby grants to LFUCG a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to LFUCG by Organization and not as a standalone product.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

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

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

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

For Organization:

TEconomy Partners, LLC _____
8122 Blind Brook Ct. _____
Columbus, Ohio 43235
Attn: Deborah Cummings _____

For Government:

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

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

ORGANIZATION

BY: Deborah E. Cummings
Deborah Cummings, President

Martin P. Grueber

ATTEST:
Martin Grueber, Treasurer _____
WITNESS: Thomas J. Tushko
DATE: 10/7/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
RFP No 46-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #43-2024 Local Economic and Workforce Development Opportunities Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 12, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

1. Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
2. Qualifications, experience, and fitness of project contributors. 25 pts
3. Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
4. Quality and relevance of representative work product. 15 pts
5. Estimated cost of services. 10 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

| Business | Contact | Email Address | Phone |
|---|---|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Divers Council | Derrick Dowell | ddowell@tsmsdc.net | 502-365-9762 |
| Small Business Development Cou | Tonya Parsons UK SBDC | tonya.parsons@uky.edu | 859-257-7666 |
| Community Ventures Corporation | Devanny King | devanny.king@cvky.org | 859-231-0054 |
| KY Transportation Cabinet (KYTC) | Tony Youssefi | tyouseffi@ky.gov | 502-564-3601 |
| KYTC Pre-Qualification | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| Ohio River Valley Women’s Business Council (WBENC) | Lynnise Smith | lsmith@wbenc-orv.org | 513-487-6537 |
| Kentucky MWBE Certification Pro | Singer.Buchanan, Kentucky Finance and Administration Cabine | Singer.Buchanan@ky.gov | 502-564-2874 |
| National Women Business Owner Council (NWBOC) | www.nwboc.org | info@nwboc.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000 |
| Excess/Umbrella Liability | \$1 million per occurrence |

The policies above shall contain the following conditions:

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

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Overview

The Lexington-Fayette Urban County Government is seeking proposals from qualified research or consulting firms to conduct a comprehensive study on local economic and workforce development opportunities related to the technology sector, including emerging industry sub-sectors. The goals of this study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

Respondents should include in their proposals an outline of the project approach, estimated project budget, and preliminary project schedule. A timeline of approximately six (6) months from notice to proceed to completion of project deliverables is desired.

The primary contact for project initiation, status reporting, and handoff of deliverables will be by LFUCG's Office of the Chief Development Officer. Project milestones and requirements for reporting will be agreed at project initiation, with the awarded respondent producing a revised schedule based on these indicators.

Scope of Work

Respondents should outline their approach to the following:

1. **Assessment of Current Landscape:**
 - Evaluate Lexington's existing technology ecosystem, including infrastructure, workforce availability, and industry clusters.
 - Identify key stakeholders in local businesses, educational institutions, and government and nonprofit agencies.
 - Explore opportunities for Lexington to demonstrate a strategic advantage for employers in traditional technology sectors such as software development, infrastructure, cybersecurity, and data science, as well as emerging sub-sectors in AgTech, artificial intelligence, chip manufacturing, clean energy, etc.
2. **Labor Market Analysis:**
 - Analyze national labor market trends and projections in traditional technology sectors and emerging sub-sectors to discover areas of opportunity for Lexington's workforce.
 - Evaluate local labor market conditions to determine whether Lexington's workforce is able to meet the projected demand for emergent skills.
 - Identify which space(s) Lexington may occupy in the technology landscape and the skill gaps that could threaten its ability to compete.
3. **Identification of Economic Development Opportunities:**
 - Identify specific technology sub-sectors that present viable growth potential in Lexington.

- Define possible barriers including geographic, infrastructure, workforce, regulatory, current salary levels, or other factors that may inhibit Lexington’s ability to attract tech workers and employers.
- Provide a suggested strategy for Lexington and its economic development partners to make the city a destination market for companies within the identified technology sectors, and for technology workers who are currently employed and operating in a remote work environment.

4. Identification of Workforce Development Opportunities:

- Discover opportunities for job creation and recruitment within the identified technology sectors.
- Recommend training programs, certifications, post-secondary degree programs, and other learning pathways to upskill Lexington’s current workforce and prepare its future workforce to meet new skills demands. Specific efforts targeting learners in traditionally underrepresented demographics should be included.
- Provide a suggested strategy for development and retention of a workforce that aligns with emerging technology needs. Include guidance on establishing outreach channels for local employers to connect high school, technical college, and university graduates to jobs or internships within their area of study.

5. Policy and Regulatory Recommendations:

- Analyze regulatory frameworks that have fostered technology growth, innovation, and entrepreneurship in similar localities.
- Suggest policy changes and/or incentives to attract technology companies and startups to operate or headquarter in the area.
- Recommend strategies and/or incentives for attracting technology talent for employment in the area.

Deliverables

- 1) Monthly progress reports in a format specified by the Office of the Chief Development Officer.
- 2) Final report in PDF format including citations of data sources.
- 3) Executive summary to be presented to the Lexington-Fayette Urban County Council and/or Council committee.

Proposal Enclosures

Proposals for consideration should include the following:

- 1) Company profile for responding firm and any firm(s) to be subcontracted for the project, including the number of continuous years in operation, top-level organizational chart, and

statement(s) pertaining to corporate culture, customer care ethos, cost control, and DEIB commitments.

- 2) Names and professional profiles of project contributors and approximate time to be committed to this project.
- 3) At least three (3) samples of representative work, including references and contact information.
- 4) Outline of the project approach, milestones, timeline, communication cadence, and reporting mechanisms.
- 5) Itemized cost estimate indicating amount to be billed at each project milestone.

Selection Criteria

A selection committee will evaluate and score proposals based on the alignment with project goals, qualifications of key contributors, expertise demonstrated by reference work, and unique or innovative differentiators in project approach. Scores will be calculated according to:

- 1) Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
- 2) Qualifications, experience, and fitness of project contributors. 25 pts
- 3) Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
- 4) Quality and relevance of representative work product. 15 pts
- 5) Estimated cost of services. 10 pts

EXHIBIT "B"

Organization's Response to RFP

4854-6198-8075, v. 2



August 15, 2024

Proposal No. 202425

Sondra Stone
Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: RFP #46-2024 (Local Economic and Workforce Development Opportunities Study)

Dear Ms. Stone:

TEconomy Partners, LLC (TEconomy) is pleased to submit the enclosed proposal to develop a Local Economic and Workforce Development Opportunities Study for the Lexington-Fayette Urban County Government. The proposal outlines our approach by detailing our proposed scope-of-work, time frame, and qualifications to develop the analysis and final deliverables.

TEconomy proposes to conduct the services outlined in Proposal 202425 for a fixed price of \$132,860 inclusive of all labor, travel, and data-related costs. We anticipate being able to complete this project within six (6) months of commencement. This proposal is valid for thirty (90) days from the date of this letter.

We look forward to the opportunity to work on this exciting effort. If we can answer any questions or modify our scope of work in any way to better meet your needs, please don't hesitate to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Deborah E. Cummings".

Deborah E. Cummings
Principal and Managing Director

Enclosures

Proposal No. 202425

**Local Economic and
Workforce Development
Opportunities Study:
RFP #46-2024**

To:
**Lexington-Fayette Urban County
Government**

August 15, 2024



Table of Contents

| | |
|---|----|
| Introduction | 2 |
| Proposed Project Approach/Scope-of-Work | 4 |
| Company Profile..... | 14 |
| Project Team Profiles | 17 |
| Examples of Representative Work..... | 19 |
| Cost Estimate | 25 |
| Appendix A: Key Personnel Resumes..... | 26 |
| Appendix B: American Rescue Plan Act Amendment 1 | 33 |
| Appendix C: Affidavit | 39 |
| Appendix D: Equal Opportunity Agreement | 42 |
| Appendix E: Current Workforce Analysis Form | 45 |
| Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts | 47 |
| Appendix G: General Provisions..... | 54 |

Introduction

Against the broader backdrop of increasing technology integration and digital evolution of business operations, the Greater Lexington economy is experiencing a period of growth and diversification. Employment growth across the region has generally outpaced state and national averages over the past two decades, and its economy is diversified with significant contributions from a portfolio of traded sector clusters such as manufacturing, tech industries, finance, and insurance anchored by major companies such as Toyota and Lexmark International. The area has a total Gross Regional Product (GRP) of \$37.8 billion in goods and services annually and a total employment base of over 315,000 jobs, representing nearly 14 percent of total state economic activity and labor force. Additionally, the region benefits from a significant cluster of educational and research institutions such as the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College that anchor its skilled workforce.

Recognizing the importance of supporting this trend over the long term, economic development stakeholders in the region have remained active in their efforts. The region is recognized for its strong economic development activity, ranking in the top 10 nationally for “Tier Two” metros (metro regions that have a population between 200,000 and one million) in economic development projects per capita.¹ A strong focus on innovation-led economic development has resulted in a strategic focus on several key industry cluster marketing targets, including Advanced Manufacturing, AgTech and Animal Sciences, Business and Professional Services, Clean Technology, Life Sciences, Software and IT, and Visitor Industries, amongst others cited in recent studies profiling the region.²³ In particular, the Greater Lexington area stands out as an emerging hub for broader regional technology industry activities with a mix of established companies and innovative startups advancing tech-based applications and services. The city’s tech workforce is anchored by major site locations like IBM, Lexmark, and Conduent, while the region is also fostering entrepreneurial growth in niche sectors such as social networking and game development as well as deploying workforce development and educational programs focused on digital skills through its local institutions led by the University of Kentucky.

Both the pureplay software and technology industries as well as the other “tech-enabled” strategic industry targets noted above rely on a skilled workforce that is faced with the need to continually incorporate new skills to remain relevant in rapidly changing technology competencies. This workforce spans cohorts of senior thought leaders in traditional IT systems and analytics roles to embedded tech workers that bring applied skills to bear within the context of traditional industries such as manufacturing. Every industry has the potential to drive productivity through the adoption of various technologies that make up the “tech” portfolio, and as other regions and nations undergo this evolution

¹ Site Selection Magazine, 2023 Top Metros Tier 2, March 2024; accessed at: <https://siterelection.com/issues/2024/mar/2023-top-metros-tier-2-goods-movement-moves-economy-in-lehigh-valley.cfm>

² Targeted Industry Analysis for Lexington and the Bluegrass Alliance, prepared by Economic Leadership for Lexington/Fayette County and the Bluegrass Alliance, May 2023.

³ Commerce Lexington Economic Development’s listed Strategic Targets, accessed at: <https://locateinlexington.com/site-selection-services/strategic-targets/>.

there is simultaneously a risk of disruption to established industry clusters as well as significant opportunities to strengthen existing competitive advantages and grow new clusters.

As technology continues to transform traditional industries and create new opportunities for growth, a region's ability to invest in areas of competitive advantage that attracts and retains both industry and skilled talent will ultimately determine the trajectory of its growth in the coming decades. A region's continued growth will depend on the investments made in the "human capital" of skilled workers that are able to both adapt to changing technologies as well as anchor place-based economic development efforts by providing an attractive environment for companies to locate their operations.

As a result, it is critical for regions to understand the landscape of their current industry base, but perhaps more importantly, the constituent workforce segments that comprise it. To help guide the Greater Lexington region in navigating the evolution of the tech industry, TEconomy proposes to consider the context of "tech" in economic development from several perspectives:

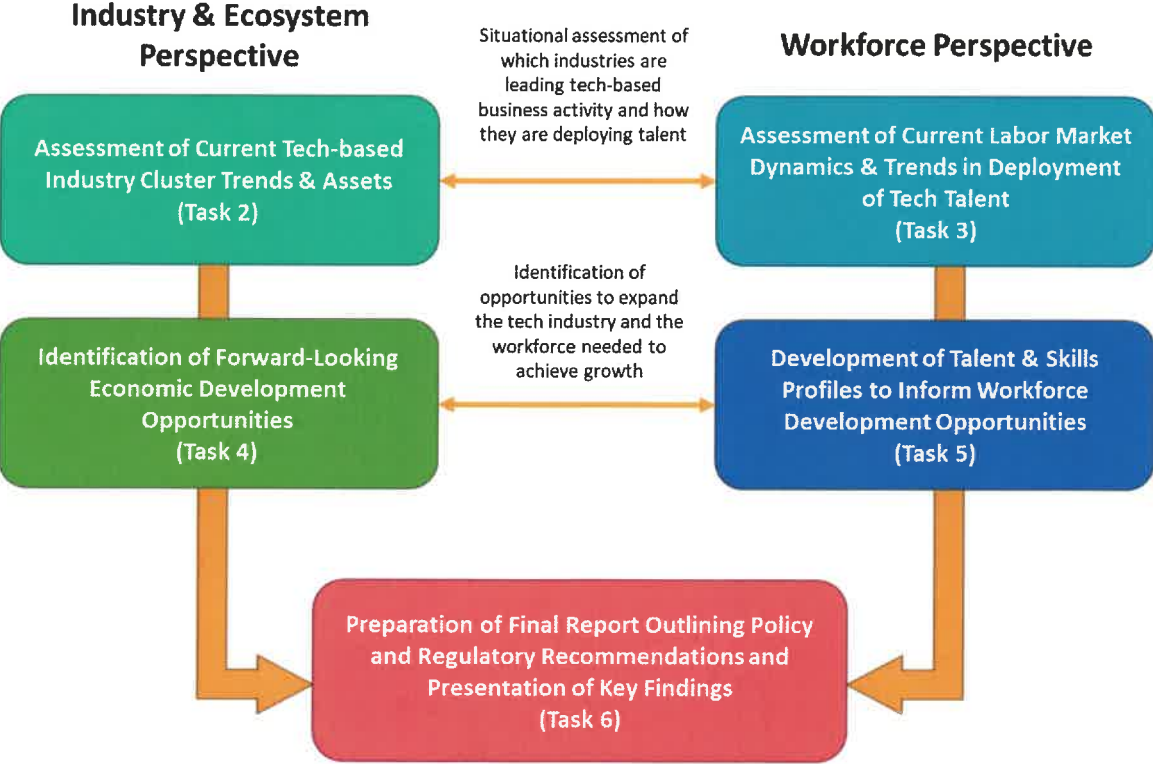
- The core business and market strengths of the region's tech sector itself, including industries that rely heavily on the ability to deploy technology as a part of their operations.
- The degree to which tech is embedded within and being deployed across regional industry sectors through tech-enabled workforce roles.
- The availability of a pipeline of tech talent and a regional labor ecosystem with the education and skills required to meet the needs of modern industry.

In the following scope of work, TEconomy outlines a comprehensive approach to identifying and vetting regional economic and workforce development opportunities related to the technology sector, including both existing strengths and emerging markets, and developing a detailed strategy for Greater Lexington to attract and support a competitive technology workforce into the future.

Proposed Project Approach/Scope-of-Work

Based on the RFP issued by the Lexington-Fayette Urban County Government, TEconomy is proposing to conduct several key analyses organized under specific tasks to complete the strategic planning effort. The proposed structure for the scope-of-work is illustrated in Figure 1. TEconomy is proposing two parallel quantitative and qualitative analyses that capture different perspectives of the region’s technology ecosystem. The first track analyzes the ecosystem from the viewpoint of industry and business support assets. The second track analyzes the ecosystem from the perspective of the talent being deployed within and across industries. As noted below, each of the initial assessments as well as the opportunity identification analyses will inform the context of the other to provide a holistic picture of the region’s path forward.

Figure 1. Proposed Approach Leading to Development of Recommendations Incorporating Industry and Workforce Assessments



To accomplish this approach, TEconomy’s project team will utilize four major analyses to identify tech-driven and innovation-led industry sectors that demonstrate either established strengths for further regional development or emerging opportunities that demonstrate realistic future targeted prospects—the primary goal and intent of this strategic planning effort. These analyses include:

- **Industry cluster analysis and assessment**—as part of Task 2, TEconomy will analyze where the region stands today in its competitive position and performance in its distinctive and unique set of traded sector industry clusters.
- **Tech and STEM-related labor market analysis and talent deployment**—as a part of Task 3, TEconomy will assess where the region’s tech and broader STEM-related talent is concentrated and deployed across the regional economy from a current industrial perspective and how that has evolved in recent years.
- **Industry and research innovation analyses to inform forward-looking economic development opportunities**—as a part of Task 4, TEconomy will utilize innovation-related metrics to signal where and in what tech and market spaces technology innovations are happening across the regional economy as a signal of forward-facing targeted opportunities.
- **Skills and talent generation pipeline analyses to inform current talent supply and needs**—as a part of Task 5, TEconomy will leverage “real time” signals of talent demand from industry and identify any gaps relative to broader labor market trends or emerging labor market dynamics.

To supplement and validate the analyses above, TEconomy also proposes to conduct a series of qualitative investigations in each task to incorporate the perspectives of regional industry, education and training providers, and innovation ecosystem and economic development stakeholders.

Further details for each task are outlined in the following narrative.

Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting

TEconomy’s project team will meet with representatives of the Lexington-Fayette Urban County Government via videoconference to kick-off the project, gather information, and finalize details of the project scope. At this meeting, the project team will request all key reports, studies, or other background intelligence relevant for the project, which should include details regarding the region’s leading employers and educational institutions as well as any prior efforts to identify regional industry clusters.

In addition, it will be important to discuss and finalize key parameters for the project, including key time periods for trend analysis, regional definitions to be utilized for the industry assessment, the scope of industry sector and occupational workforce segments to be prioritized under the context of the “tech-related” area of focus for this project, and other details of the analyses and stakeholder outreach.

In addition, TEconomy will provide monthly progress reports to the client contact in a format specified by the Office of the Chief Development Officer.

Timeframe: Project Week 1 or 2 for Project Kick-off Meeting and ongoing monthly progress reports.

Deliverable: Monthly progress reports in a format specified by the Office of the Chief Development Officer.

Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis

Recognizing that the City of Lexington is not an island unto itself, but instead part of a larger regional economy, it will be important to understand the industry clusters that drive the broader Greater Lexington (Lexington-Fayette) metropolitan area economy. Best practice in economic development recognizes that each region has a set of target industry sectors or “industry clusters” in which it can differentiate itself, thereby building comparative advantage within competitive global markets. Emphasis is being placed, and rightly so, on technology and STEM-intensive sectors as leading drivers of 21st century economic development. The ability of a region to lead in technology innovation and deployment in particular areas of industry (including both existing and emerging industries) has become a critical and defining driver of economic competitiveness.

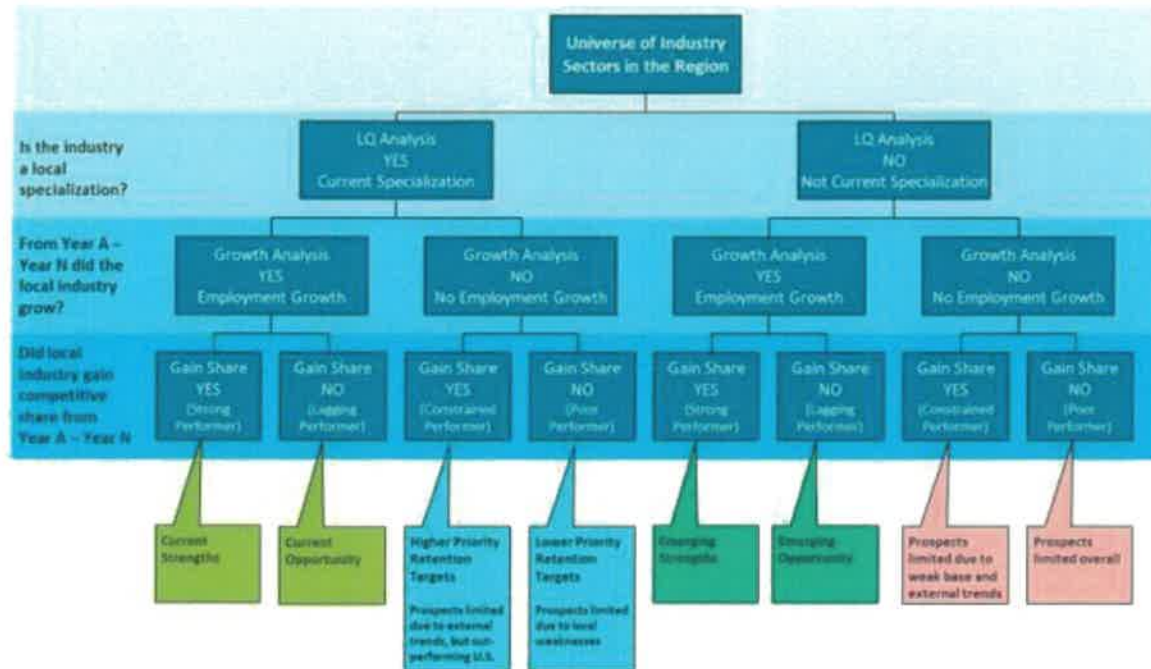
TEconomy will define and assess regional tech-driven and innovation-led regional industry clusters using detailed, six-digit NAICS industry classifications and clustering/networking methods that identify the interconnections and interrelationships between various industries based on several dimensions. This allows for a complete segmentation of industry clusters that includes both focused technology areas as well as more broadly defined producers of goods and services. TEconomy will examine the size, relative concentration (location quotients), and recent growth trajectory of individual traded sectors in the region, with close attention paid to “advanced industries”—those that have an outsized focus and impact on exports, a “STEM”-intensive workforce and talent base, an innovation stance and profile, and stronger growth prospects into the future. The project team will work to understand key supply chain contexts of major companies to best define interrelationships within and across industries for identifying leading clusters and sub-clusters—both established and emerging.

TEconomy will use an Industry Targeting Analysis decision tree approach (Figure 2) to understand the current position and trajectory of key industry clusters within the region’s economy. By deploying the tools of industry targeting analysis, TEconomy objectively and quantitatively identifies industry sectors that are “current strengths”, “emerging strengths” and “emerging opportunities”, “high priority retention targets”, and more challenging or “lower priority retention targets.”

More specifically, the analysis will measure and summarize for the region:

- The relative concentration of each industry cluster using location quotients (LQs). This gauges the “competitive advantage” for a given industry cluster relative to the nation.
- Whether each industry cluster is a net job generator, as measured by employment changes and controlling for the business cycle to ensure a thorough understanding of regional business dynamics.
- The growth of each industry cluster relative to national trends and performance.
- The contributions of key industry clusters to overall regional and state economic output as well as regional productivity of clusters relative to state and national levels.

Figure 2. TEconomy’s Industry Targeting Analysis Decision Tree



Source: TEconomy Partners, LLC.

In rapidly evolving technology-based industries, it is also important to identify broader ecosystem assets that help support technology deployment in industry in a multifaceted way. To supplement the industry cluster analyses, TEconomy will also identify key assets in the regional ecosystem that support existing and emerging technology sectors. Potential industry assets that TEconomy will seek to inventory and understand could include:

- Technology industry associations and relevant investments and initiatives in the region.
- Entrepreneurial development efforts underway in the region, such as entrepreneurial assistance programs and development of specialized space, including lab space, shared-use facilities, and co-location and expansion space.
- Strategic research or talent development partnerships with educational institutions.
- Infrastructure projects or other major developments underway that could create competitive advantages for the regional industry base.

TEconomy will distill the results of the various industry assessments into development of industry cluster and supporting ecosystem asset profiles that will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries

While the context of industry sectors can give insights into broad specializations, the core driver of technology-based industries is the talent needed to advance and deploy innovative new use cases. The use of detailed occupational analysis allows an important additional perspective to be gained over and above the review of specific industry sectors. Tech- and STEM-focused job categories and roles (e.g., software developers, computer programmers, electrical engineers, data scientists, etc.) span across multiple industry sectors and serve as an important signal to identify where industries are innovating and/or deploying leading technologies across the regional economy.

Analysis of the utilization and relative concentrations and recent growth of technical and STEM-related talent within the region's industry clusters provides further insights into the innovation context of the clusters. Clusters that are driving innovation are utilizing a greater concentration of scientific, engineering, IT, and other technical skill sets and expertise and an analysis of these occupations within relevant industries will inform this context. To perform this economy-wide occupational analysis, TEconomy will utilize industry "staffing patterns" data—data that estimate the occupational employment mix across individual industries—to assess where deployment of the aforementioned technical and STEM-related talent resides across the region.

TEconomy will then supplement this assessment of current labor market dynamics with additional analyses that provide insights into the specific occupations and roles that are critical to each industry cluster and represent "high-demand, high-priority" status as demonstrated by some combination of significant size and scale, strong recent and expected future growth, robust wage dynamics, and relative concentration within key tech-related clusters. Ultimately, any identified high-demand occupations will be evaluated and probed in subsequent project tasks using qualitative approaches, and then form the basis for recommended strategic cluster-specific interventions.

A number of labor market dynamics analyses will be used to generate these insights, including:

- Utilizing and summarizing intelligence from current and recent job postings of regional companies within each cluster to understand those occupational areas where the aggregate industry demand for tech talent reaches significant size and recent growth thresholds. TEconomy has extensive experience working with the Lightcast (formerly Emsi-Burning Glass) Job Posting Analytics database to aggregate key roles within industries across hundreds of different job titles utilized by employers for actionable intelligence. The job postings analysis has the benefit of understanding how industry labels and describes key roles, beyond standard federal occupational titles as well as corresponding skills, education, and work experience requirements.
- Conducting a detailed analysis of "staffing patterns" in the Greater Lexington region —i.e., the occupational makeup of each industry sector —to understand the underlying demand for talent both today and how it has evolved in recent years as well as to corroborate the intelligence gleaned from job postings and to identify tech-related occupational groups that have a high-demand profile considering size, growth, and relative concentration.
- Informing expected future demand and disruptive workforce dynamics through occupational employment projections and market research intelligence, including addressing key topics such as quantifying the expected demand for job openings driven by new growth versus replacement,

potential levels of reskilling and upskilling of incumbent workers in technical roles, potential risks of automation of occupational roles and vulnerability to disruption of existing roles by emerging technologies such as generative AI.

TEconomy will distill the results of the various occupational workforce assessments into occupational workforce profiles of the tech and STEM-related labor market segments along with identification of high-demand, high-priority roles within key workforce segments. This intelligence, as well as overall indicators of the vibrancy of the Greater Lexington labor market, will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities

Leveraging the results from previous tasks, TEconomy will conduct a “line of sight” scan of the Greater Lexington region’s technology and innovation drivers to identify economic development opportunities driven by industries with a strong existing or emerging technology focus and innovation stance. This approach involves three key steps that align the “market pull” of industry innovation opportunities together with the “technology push” of region’s broader research and innovation capabilities:

- First, TEconomy will assess the areas of significant, critical mass and excellence in technology-related research and innovation that represent the technology “push” emanating from Greater Lexington’s research universities, industries, and other innovation assets using a scan of key indicators that include:
 - Analysis of levels, growth, and concentration of R&D expenditures by regional colleges and universities in specific technology-related fields.
 - Analysis of research publications activity in technology-related fields by regional researchers to identify significant thematic areas of focus. This involves the use of machine learning algorithms that create topic models from the text data contained in publications to determine overarching “clusters” of core research competencies and their similarities to one another.
 - Analysis of “R01-equivalent” grants awarded by various federal agencies to regional researchers, which are individual projects driven by investigator-led research that are often aimed at advancing distinct areas of focus that are indicative of innovation strengths. Similarly to research publications, a topic modeling approach will be used to identify high level thematic areas of research competency.
 - Review of major Center grants awarded to regional institutions that can indicate the creation and expansion of research “infrastructure” to support key technology applications areas, as well as any other publicly or privately-funded innovation initiatives supporting key technology verticals.

- Next, TEconomy will assess the market “pull” or demand for innovative solutions and applications driven by the region’s technology-intensive industries. This will involve a detailed assessment of Greater Lexington’s industry base from an industry innovation perspective to complement the previous assessment of industry dynamics outlined in Task 2, including a scan of key indicators such as:
 - Recent IP generation trends leveraging patent applications and awards to identify those regional inventors and corporate and higher education assignees that are advancing innovation as well as the specific themes of technology innovation they are advancing.
 - Venture capital and angel investments in emerging, high-growth potential regional companies to understand and highlight those technology areas and industry verticals in which the region has strong future growth prospects.
 - SBIR/STTR and other small business-focused grant awards to regional companies to understand the innovation areas in which they are focused.
 - Review of any available industry databases generated through Commerce Lexington or other regional economic development organizations.
- Finally, TEconomy will assess these targets against future high-growth market applications determined by a review of market research and the context of broader technology trends to determine which growth opportunities can serve as drivers for the region.

The project team will utilize the analysis in combination with the preceding assessments to finalize and present a set of up to 8-10 economic development targets that incorporate both 1) current, established industry cluster strengths that demonstrate a critical mass in tech-driven and innovation-led activity today; and 2) forward-focused tech cluster opportunities identified by the deployment of tech and STEM-related talent across the region signaling strong potential for future development. These findings will be presented in the context of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment that outlines the key drivers of opportunity for each economic development target, as well as possible barriers that may inhibit the region’s ability to pursue and grow these targets.

The project team will meet with Lexington-Fayette Urban County Government leadership to discuss and vet the findings to enable TEconomy to proceed to subsequent tasks that focus on the workforce, talent, and other needs of these opportunity areas.

Timeframe: Project Months 3-5

Deliverable: Identified economic development target areas presented in SWOT format to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities

With the identified regional industry cluster focuses, labor market dynamics, and potential economic development opportunities - both existing and emerging - determined, the project team will turn to assessing potential workforce development opportunities that align with the talent and skills needs of these sectors along with the supply of key regional tech- and STEM-related talent being generated by the region's existing education and workforce development assets.

It is critical to understand where the region's workforce stands today in terms of its composition, evolving skill needs, and projected future growth in order to inform where Greater Lexington has gaps in its ability to advance these industry opportunities. This will inform how the region should best plan to meet impending skills and talent needs for its cluster opportunities today and in the near future. Leveraging the results of the detailed labor market dynamics assessment and high priority roles for the region identified in Task 3, the project team will assess talent supply and workforce development dynamics and key assets for Greater Lexington to include:

- Levels, concentration, and recent trends in postsecondary degree graduates (by level and major degree fields) from regional institutions that align with those tech- and STEM-related occupations most clearly driving skill and talent needs in the cluster demand assessments.
- Key workforce development programs and initiatives at the K-12 and postsecondary levels that are targeting key tech- and STEM-related skill and talent development.

Key findings aligning the indicators of workforce demand and supply will be summarized for relevant high priority occupational workforce segments and a future-focused workforce and skills profiles will be developed for each. The workforce profiles will draw conclusions on the tech- and STEM-related skill needs of each cluster—utilizing key comparisons between established national clusters and their workforce and skills composition to frame where the region needs to go—and where the assessments are identifying key skills and workforce gaps for Greater Lexington.

To better understand workforce and talent demand, as well as key insights on talent supply sourcing, it is critical to complement quantitative analyses with qualitative outreach to Greater Lexington industry and educational leaders. TEconomy will conduct targeted interviews with a broad range of industry cluster, economic development, and education and workforce development leaders and stakeholders in Greater Lexington to probe on the identified industry cluster opportunities and associated workforce and talent needs to vet the opportunity set and to frame and inform strategic priorities. The discussions, proposed to total up to 40 one-on-one interviews via videoconference, will focus on the following (where relevant to a given stakeholder's position and organization):

- What are the key market and technology developments that will drive growth and future talent and skills demand in their respective cluster/technology area?
 - Do the economic development targets identified in Task 3 align with these drivers?
- What are the critical education and workforce development priorities for developing and growing regional development opportunities in their respective cluster/technology area?

- How is the region’s innovation ecosystem working for their opportunity area? Are there factors or barriers that currently inhibit growth or company or talent attraction (e.g., infrastructure, shared-use facilities, workforce, regulatory, salary levels, other factors)?
- What are Greater Lexington’s key strengths or selling points in this cluster/technology area?
- What are key development challenges the region must address in this opportunity area?

The interviews will be designed to complement the quantitative assessments and resulting intelligence garnered from Tasks 2-4 to hone in on strategic priorities and recommended actions for the region to address key workforce gaps.

Based on the information gathered in this task, TEconomy will also identify relevant best practices in training and certification programs, post-secondary degree programs, reskilling and upskilling programs for incumbent workers, and other workforce development initiatives from other regions that are relevant.

Leveraging the information collected and the insights gained from interviews, TEconomy will work to develop a set of strategic recommendations for the region to address workforce gaps and position itself competitively for future talent growth and retention in technology applications verticals. The preliminary recommendations will be discussed with Lexington-Fayette Urban County Government leadership so that there is the opportunity to provide guidance and oversight regarding which recommendations should be prioritized and advanced. This set of initial workforce development recommendations will serve as the basis for the development of subsequent policy and regulatory actions in Task 6 that align with each recommendation area.

Timeframe: Project Months 3-5

Deliverable: Workforce and situational profiles and identified critical gaps for emerging tech-driven and innovation-led clusters presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report. Summary results from outreach to regional stakeholders, and relevant set of initial workforce development recommendations for review and refinement.

Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings

The preceding tasks will provide the basis upon which to develop a comprehensive strategy for building and sustaining the Greater Lexington region’s technology-related workforce and aligning strategic workforce development actions with forward-looking economic development opportunities. In consultation with Lexington-Fayette Urban County Government leadership, TEconomy will leverage the strategic recommendations developed in Task 5 as the basis for developing a set of specific policy and regulatory actions that reflect the data analyses, situational assessments, and associated key findings developed in each of the earlier tasks.

TEconomy will develop a set of actions, initiatives, and incentives for growing, attracting, and retaining technology talent in the Greater Lexington region based around the top line workforce development recommendations. For each action, TEconomy will detail:

- Rationale for the action, leveraging insights gathered from previous tasks.
- Best practice examples, including other potential regulatory and policy frameworks that have been successfully implemented and driven robust results in fostering technology-based growth.
- Design of the action, leveraging input from stakeholders, best practices, and market intelligence.
- Time frame and prioritization for actions.

The final report, including citations of data sources, will be made available as print- and web-ready PDF documents suitable for printing and distribution. TEconomy will not be responsible for printing the report. The report will include an Executive Summary.

In addition, TEconomy will develop a PowerPoint presentation of the key findings and strategy. TEconomy will present the Executive Summary of the report to the Lexington-Fayette Urban County Council and/or Council Committee.

Timeframe: Project Months 5-6

Deliverable: Final report in PDF format including citations of data sources. Executive Summary to be presented to the Lexington-Fayette Urban County Council and/or Council Committee.

Proposed Timeframe

The statement of work, as outlined herein, is proposed to be completed within six (6) months from receipt of a fully executed contract authorizing TEconomy to commence work. The following table outlines our proposed timeframe by task to complete the project along with the estimated level of effort each task will require.

| Task | Months | Hours |
|---|--------|-------|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | 1-6 | 16 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | 1-2 | 196 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | 1-2 | 156 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | 3-5 | 196 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | 3-5 | 204 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | 5-6 | 176 |

Company Profile

About TEconomy Partners, LLC

TEconomy is a comprehensive technology-based economic development consulting group whose principals have a more than 25-year track record in developing strategic plans, technology commercialization initiatives, development roadmaps, and workforce and talent support programs. Our clients include industry associations, state and local governments, universities, non-profits, university research park organizations, business development groups, and foundations around the world. At a national level, TEconomy's public policy services help clients, such as BIO, PhRMA, the Industrial Physics Association, Association of University Research Parks, and others navigate a range of issues, needs and opportunities.

What sets TEconomy apart from other consulting organizations is that we understand and appreciate the variations in culture and communications among and between industry, higher education, non-profit organizations, and government, with many in our group having worked in and across these sectors. The principals of TEconomy have a proven track record in local, state, and national strategic and analytical efforts across a broad-range of sectors and technologies, including (but not limited to): Advanced Analytics and AI; Advanced Manufacturing; Advanced Materials and Chemicals; Aerospace; Agriculture; Applied Physics; Autonomous Systems; Clean Tech; Defense and Homeland Security; Drugs and Biopharmaceuticals; Educational Technology; Energy; Food Manufacturing; Genomics; Geospatial Technology; Healthcare Technologies; Industrial Biotechnology; Information Technology and Communications; Maritime Systems; Scientific Technology and Instrumentation, and many others.

TEconomy has worked extensively with clients to assess the characteristics of labor forces and to translate them into policy recommendations deployed as a part of comprehensive economic and workforce development strategies. These studies have made extensive use of labor market data sources including from the Bureau of Labor Statistics (BLS); the Census Bureau's American Community Survey (ACS), including use of the Public Use Microdata Sample (PUMS); Emsi (now Lightcast) job postings analytics and other tools; as well as our own web-based corporate workforce surveys. In addition, TEconomy has led workforce strategies that leverage thorough qualitative assessments through interviews, facilitated focus groups, advisory committees, etc.

In the fourth quarter of 2015, TEconomy Partners, LLC was formed as an independent company, transitioning the complete staff and capabilities of the Technology Partnership Practice (TPP) from Battelle Memorial Institute. In 1990, Battelle formed TPP to serve state and local organizations, universities, non-profit technology organizations, industry and professional associations, and others in the assessment, design, and implementation of research and technology programs. Over time the practice evolved into a full-service assessment and strategy group including leading analysts and practitioners in innovation-based economic development. *Today that practice is TEconomy Partners, LLC.*

TEconomy's Ethics Code

TEconomy Partners LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Partners and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to TEconomy Partners LLC.

Furthermore, we aspire to create a company and a world where equality and inclusion are achievable for all, driving growth and creating value for not only our clients but also our employees through our work together.

TEconomy's Equal Opportunity Statement/Affirmative Action Plan

TEconomy Partners LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex (including transgender and transitioning status), sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

TEconomy' Acknowledgements

TEconomy acknowledges that the LFUCG is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of its statutory mandate.

TEconomy Organization Chart and Contact Information

TEconomy has been in continuous operation since 2015. TEconomy is a limited liability corporation with four equal partners. The day to day operations of the firm are overseen by its Managing Director, Deborah Cummings. Contact information is:

TEconomy Partners, LLC
8122 Blind Brook Ct.
Columbus, Ohio 43235
Deborah Cummings
Principal and Managing Director
614-395-3725
cummingsd@teconomypartners.com

Project Team Profiles

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. TEconomy's project team will be under the direction of Mr. Ryan Helwig, who will serve as Project Director, with specific responsibilities for:

- Supervising project staff on all phases of project
- Being a part of the project work on all phases of the project
- Ensuring high quality and timely completion of work
- Providing regular updates and status reports, and
- Serving as the main author of the final deliverable.

TEconomy has found it helpful to have a designated Project Manager, who can support the Project Director and provide back-up on day-to-day work issues. Mr. Joe Simkins will serve as Project Manager. In this role, Mr. Simkins will be responsible for coordinating outreach efforts and the overall integration of the analyses into final deliverables, in close collaboration with the Project Director.

The backgrounds of the individual members of the TEconomy Project Team are provided below.

Ryan Helwig is a Principal and Project Director at TEconomy. Mr. Helwig will serve as the Project Director and day-to-day point of contact for this proposed work. Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors. His experience encompasses an early career spent with the U.S. Department of Labor's Bureau of Labor Statistics and the Economic Policy Institute in Washington, D.C. followed by senior project management experience within Battelle's TPP prior to co-founding TEconomy in 2015. He has led biennial national report efforts with the Biotechnology Innovation Organization (BIO) since 2006, serving as a primary author and technical lead in this assessment of national and state-by-state bioscience industry and related ecosystem trends. He has conducted regional economic and impact analysis, competitive benchmarking assessments, and workforce strategy development for a range of clients, including the Massachusetts Life Sciences Center, Maryland Life Science Advisory Board, Oregon Workforce Investment Board, the Governor's Life Science and Global Health Advisory Council in Washington State, the North Carolina Biotechnology Center, Science Foundation Arizona, and the State of Indiana. His work has included a particular focus on workforce and STEM education issues. Mr. Helwig has an M.A. in Economics from The George Washington University and a B.S. in Business and Economics from Miami University. Mr. Helwig's level of effort for this engagement will be 124 hours.

Joe Simkins is a Senior Economist at TEconomy and will serve as the Project Manager for this proposed work. Mr. Simkins has an extensive background in statistics, advanced mathematics, data analysis, econometric modeling, and game theory applications. He specializes in developing applied microeconomic models for a wide variety of analysis needs including regional analysis, risk assessment, predictive choice theory, and behavioral analyses. Previously Mr. Simkins worked in the statistics and analytics group at Battelle where he implemented survey research design and developed predictive modeling approaches for a wide variety of government and commercial applications ranging from national defense to health care. Recently, Mr. Simkins has prepared the analytical cluster analyses for work with the Georgia Research Alliance, Maine Technology Institute and Iowa Partnership for Economic

Progress and undertook impact analysis for major TEconomy projects in North Carolina. Mr. Simkins received his M.A. in Applied Economics from the University of North Carolina – Greensboro and his BA in Economics at the University of North Carolina Chapel Hill. Mr. Simkin’s level of effort for this engagement will be 248 hours.

Dylan Yetter is a Senior Research Analyst at TEconomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEconomy clients. Mr. Yetter joined TEconomy from his previous position as a graduate assistant in the Department of Sociology and Criminology at The Pennsylvania State University (Penn State). Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia. Mr. Yetter’s level of effort for this engagement will be 164 hours.

Jonathan Dworin is a Project Manager at TEconomy. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and talent development programming, he brings a variety of perspectives to his work with TEconomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master’s in Public Policy from the University of Minnesota and a Bachelor’s in Social Relations and Policy from Michigan State University. Mr. Dworin’s level of effort for this engagement will be 60 hours.

Kyle Kissinger is a Research Analyst at TEconomy supporting client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. Prior to joining TEconomy, Mr. Kissinger served as a Policy Researcher for the Mitsubishi Research Institute in Tokyo, Japan, focusing on international economic development through entrepreneurial innovation and public-private partnerships. Mr. Kissinger received both his B.A. in Political Science and his M.A. in International Economics from the University of California - San Diego. Mr. Kissinger’s level of effort for this engagement will be 204 hours.

Mary Jane MacArthur is a Research Analyst with TEconomy. Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients’ individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines. She received her B.S. in Economics from Brigham Young University and her M.S. Public Policy and Management – Data Analytics from Carnegie Mellon University. Ms. MacArthur’s level of effort for this engagement will be 144 hours.

Resumes for each team member can be found in Appendix A.

Examples of Representative Work

Examples of recent projects with direct relevance to this proposed effort include the following:

Putting Tech to Work in Critical Industries: Indiana’s potential as a global leader for technology application and adoption. Building on longstanding support for the innovation and workforce initiatives administered under the Central Indiana Corporate Partnership (CICP), TEconomy was engaged by the central growth organization for Indiana’s tech industry, TechPoint, to conduct an assessment of tech industry strengths, future opportunities, and workforce dynamics across the state. TEconomy’s approach identified and profiled both “core tech” industries in traditional software and IT sectors in addition to “tech-enabled” sectors which were uncovered through detailed labor market analyses of the state’s tech workers and how they were being deployed. Labor market and industry analyses were supplemented by the creation of a customized inventory of Indiana’s technology firms and their competencies that highlighted key applications themes being advanced by industry. These analyses produced insights about the state’s specialization in generating and integrating an “embedded” tech workforce across key industry sectors outside of traditional tech products and services, such as tech-enabled engineering solutions being deployed in the state’s manufacturing sectors. TEconomy leveraged these key findings to recommend several target workforce segments for TechPoint to engage using a new “putting tech to work” strategic initiative.

Link to final report: <https://techpoint.org/indiana-putting-tech-to-work-critical-industries>

Reference:

Nathan Ringham
 Vice President, Research and Insights
 Central Indiana Corporate Partnership
 nringham@cicpindiana.com
 317-638-2440

Massachusetts Life Sciences Employment Outlook Report. Since 2021, TEconomy has developed an annual Massachusetts Life Sciences Employment Outlook report with the recent 2024 report highlighting several key emerging dynamics in the state’s life sciences workforce and outlining approaches that industry, educational, and government stakeholders can take to respond to ongoing market trends. The report outlines key findings about growing segments of the life sciences workforce as well as challenges and demand drivers facing Massachusetts employers across bioscience-related manufacturing, laboratory, university, and hospital segments of the industry that employ this specialized workforce. The report snapshots annual demand for key skills by major state employers, regional concentrations of various workforce segments, emerging trends in talent generation by state institutions, and analyses of topics such as graduate and worker retention. This report is used as the centerpiece of MassBioEd’s annual conference outlining emerging labor trends, with the 2024 report’s release generating positive feedback and coverage from industry and state workforce development stakeholders.

Link to final report: <https://www.massbioed.org/labor-market-information/>

Reference:

John Brothers
Senior Director of Workforce Development Strategy
Massachusetts Biotechnology Education Foundation
John.Brothers@massbioed.org
857-600-6453

Developing a Life Sciences Workforce Strategy for Washington. Following a 2017 assessment of Washington’s Life Sciences and Global Health workforce dynamics for the Washington Department of Commerce, Life Science Washington (LSW) approached TEconomy to develop a workforce strategy to address challenges in recruiting, hiring, and retaining talent based on the experiences of its constituent companies. TEconomy leveraged detailed labor market analytics and customized projections data to inform a set of “high demand, high priority” occupations across biomedical research, healthcare, and life science manufacturing-related industry clusters that are key demand drivers for workforce. TEconomy supplemented this analysis with conversations with Washington-based life science companies as well as a variety of university, community college, and workforce development stakeholders. After vetting these findings with LSW and Career Connect Washington leadership, TEconomy produced an overall set of five strategic priorities for meeting demand for talent from a growing life sciences industry, including detailed recommendations under each strategic priority that were used to inform investment in statewide workforce development programs.

Link to final report: <https://lifesciencewa.org/wp-content/uploads/2023/08/CCW-LSW-Life-Science-Workforce-Recommendations-final.pdf>

Reference:

Marc Cummings
President and CEO
Life Science Washington (LSW)
marc@lifesciencewa.org
206-456-9566

Developing a Comprehensive Workforce Strategy for Iowa’s Targeted Industry Clusters (ongoing). TEconomy has been engaged by the Iowa Economic Development Authority (IEDA) several times in recent years to develop new and updated strategic roadmaps and assessments across Iowa’s targeted industry clusters, including in technology and STEM-intensive industry applications areas such as biosciences, manufacturing 4.0, and educational technology (EdTech). Leveraging this work and updated analyses of labor market and talent generation dynamics, TEconomy is currently developing a comprehensive workforce strategy for the State of Iowa focused on key industry clusters that drive an outsized proportion of the state’s total economic activity. To support this work to date, TEconomy has generated detailed occupational workforce profiles for the labor force of each industry cluster, including skills mix, supply-demand alignment, and demographic trends which are driving current conditions. In partnership with IEDA as well as Iowa Workforce Development (IWD), TEconomy has conducted outreach to over 50 Iowa-based companies, economic development organizations, and educational

institutions as well as deployed an industry hiring and demand survey to a broad set of state companies. The project will culminate in development of a detailed strategic roadmap for the state’s workforce development efforts in target industry clusters that includes best practice examples from other states as well as recommendations for public policy and investment to scale existing programs.

Reference:

Debi Durham
 Executive Director
 Iowa Economic Development Authority and Iowa Finance Authority
 debi.durham@iowaeda.com
 515-348-6200

In addition to these four detailed examples, Table 1 highlights other relevant workforce focused assessments and strategic engagements performed by TEconomy, as well as in some cases the principals of TEconomy while with Battelle (prior to 2015).

Table 1: Recent Relevant Workforce and Talent-Focused Projects Conducted by the Principals of TEconomy

| Client | Title | Summary |
|---|--|---|
| AgriNovus Indiana | <i>Ensuring an Agbioscience Workforce for Indiana’s Future</i> | Understanding the ramifications of the agbioscience workforce shortage at the national level, AgriNovus Indiana engaged TEconomy to better understand its workforce needs. TEconomy developed a data-driven, fact-based understanding of the demand and supply of agbioscience workers in Indiana and the factors shaping how demand and supply can be more closely linked. A key finding from the analysis is that while Indiana’s talent generation in core agbiosciences occupations is aligned with demand, the industry struggles to attract talent in allied occupations, such as business and technology. As a result, TEconomy recommends a series of solutions that will help ensure that agbioscience industrial workforce needs are aligned with the higher education delivery system. These recommendations are now being implemented by AgriNovus through efforts such as Field Atlas, a career exploration platform that informs high school and college students about the kinds of diverse professions in the growing agbiosciences industry. |
| Arkansas Research Alliance and Arkansas Economic Development Commission | <i>Recommendations on Advancing the Economic Competitiveness of Data Analytics and Computing in Arkansas</i> | TEconomy was retained by the Arkansas Research Alliance and Arkansas Economic Development Commission to assist the Governor’s Blue Ribbon Commission in formulating a strategic plan for advancing data analytics and computing in Arkansas. The Blue Ribbon Commission involved senior executives from Arkansas’ major corporations, emerging new technology ventures, economic development agencies and public university systems. TEconomy facilitated discussions and commission member guidance, conducted a detailed assessment of Arkansas’ competitive position in data analytics and computing, benchmarked best practices |

| | | |
|---|---|--|
| | | <p>and helped to formulate key actions and an operating approach for a new public-private partnership effort. The Blue-Ribbon Commission’s Action Plan was presented to Governor Asa Hutchinson in late December of 2017. It recommended a five-year, \$25 million public-private partnership effort to recruit top talent, raise industry capabilities and generate more homegrown talent in data analytics and computing in Arkansas to raise the state as a leader in the transformation of existing industries through the application of data analytics and computing.</p> |
| <p>Coalition of State Bioscience Institutes (CSBI)</p> | <p><i>2021 and 2023 Life Sciences Workforce Trends Report (National)</i></p> | <p>TEconomy partnered with the Coalition of State Bioscience Institutes (CSBI) to take stock of the industry’s demand for talent and related themes emerging from a disruptive COVID pandemic year. The analysis and assessment leveraged detailed job postings of life sciences companies; a national life sciences industry hiring survey; and interviews with nearly 200 life sciences executives across the U.S. The report identified a set of key findings and themes that emerged from the assessment and included the life science industry’s continued economic resilience; the seismic shift to remote work; the elevated commitments to a more diverse and inclusive industry as a strategic priority; and the importance of industry-academic partnerships.</p> |
| <p>Indiana BioCrossroads</p> | <p><i>Impact of Talent on Innovation: Recent Trends and Implications for the Indy Metro</i></p> | <p>BioCrossroads commissioned the Battelle Technology Partnership Practice to take a detailed examination of the supply and demand for talent to drive innovation and economic growth for the Indy Metro. This effort draws on a wide variety of data sources on population dynamics, talent pipeline of recent graduates, innovation activities and industry trends. It considers the trends for the Indy Metro during the economic recovery and puts them into a comparative analysis with a set of regional benchmarks. The study then turns to the implications of its key findings and particularly how it relates to the new developments in place-based strategies to advance an innovation and talent ecosystem that drives economic development.</p> |
| <p>Central Indiana Corporate Partnership (CICP)</p> | <p><i>The Opportunity to Win the Global Competition for College-Educated Talent</i></p> | <p>This comprehensive study focused on how Indiana could better compete for college educated talent, assessing the alignment between recent college graduates and high-quality job opportunities in the state. The study brought together public data on occupational employment by industry, degree generation, and student migration patterns, along with specialized analyses of job vacancies and survey research of recent college graduates from Indiana working both in-state and out-of-state. Various strategies were identified to break the cycle of Indiana losing graduates. The results of the study helped inform the Lilly Endowment’s \$60+ million initiative to Indiana colleges and universities to help improve employment opportunities for college graduates.</p> |

| | | |
|---|--|---|
| <p>Maricopa Community Colleges (Phoenix)</p> | <p><i>Advanced Manufacturing Strategy for Greater Phoenix</i></p> | <p>Battelle undertook a very detailed analysis of the workforce education and training needs of advanced manufacturers in the Greater Phoenix area including electronics, aerospace, defense, semiconductor and the supplier chains to such key anchor industries. Up to three different individuals in a strategic sample of employers were interviewed (strategic, operational, human resources) and detailed information on various supply and demand issues was identified. Focus groups by industry sector were held and a detailed action plan was completed to enable the Community Colleges to better serve these advanced manufacturing industries. The strategy contributed to a multi-year NSF funding award for implementation of the action plan.</p> |
| <p>Oregon Workforce Investment Board</p> | <p><i>Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis</i></p> | <p>Battelle served as the technical lead for a study on "Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis." This study was commissioned by the Business and Economic Development Committee of the Oregon Workforce Investment Board as a strategic investment plan to drive and focus future areas of workforce investment. Through the use of core competency analysis, industry cluster analysis and detailed occupational and educational analysis, Battelle identified the economic drivers of Oregon's future economy, what workers with which skills will be needed, what capacity Oregon has now to generate workers in demand and where are the major gaps in the workforce system relative to technology and market opportunity areas.</p> |
| <p>Pharmaceutical Research and Manufacturers of America (PhRMA)</p> | <p><i>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines</i></p> | <p>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines, undertaken on behalf of the Pharmaceutical Research and Manufacturers of America (PhRMA), analyzes the biopharmaceutical industry's needs for, and cultivation of, STEM-related talent. The report details how innovative biopharmaceutical companies and their foundations are partnering with the nation's colleges and universities to foster the next generation of STEM talent. These partnerships are happening at all levels of the postsecondary pipeline from worker training programs to various certification and associate's programs through to master's and doctoral programs.</p> |
| <p>Prince George's County (MD) Planning Department of The Maryland-National Capital Park and Planning Commission</p> | <p><i>A Study of Occupational Shifts and Workforce Characteristics</i></p> | <p>Battelle prepared the 2011 <i>A Study of Occupational Shifts and Workforce Characteristics</i> report, a comprehensive analysis of workforce supply and demand conditions in Prince George's County Maryland. This project included an analysis of both labor market supply and demand conditions in the County, and the County's role in the regional economy and labor shed. This report included a detailed demographic analysis of the County's available workforce, the occupational demand of the County's employer community, the supply of a skilled and educated workforce from the County's K-12, community college, and public and private colleges and universities, and a gap analysis of key areas of occupational shortage.</p> |

| | | |
|--|---|--|
| Washington State Department of Commerce | <i>Assessing Washington's Life Science and Global Health Workforce Dynamics: Enhancing Connections and Addressing the Skills Gaps to Ensure Future Growth</i> | By mid-2016, the building challenges and concerns facing Washington's life science industry and global health sector had coalesced to such a point that the state's Department of Commerce, through its designated Industry Sector Lead and with the support of Governor Inslee, commissioned this study to develop a comprehensive baseline assessment and strategy for meeting Washington's current and future life science and global health workforce needs. |
|--|---|--|

Cost Estimate

TEconomy proposes to conduct the services proposed herein for a fixed price of \$132,860.00 inclusive of all project-related costs including all labor, travel, and data-related costs. TEconomy proposes to invoice upon completion of each task. The price by task is provided in the following table.

| Task/Deliverable | Cost |
|---|------------------|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | \$3,280 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | \$26,800 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | \$20,100 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | \$23,400 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | \$29,000 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | \$30,280 |
| Total Cost | \$132,860 |

Appendix A: Key Personnel Resumes

Complete resumes for all key TEconomy personnel who will be involved in providing the services outlined in this proposal are provided in the following pages.

RYAN HELWIG



PRINCIPAL AND PROJECT DIRECTOR

EDUCATION

M.A. Economics,
The George Washington University

B.S. Business-Economics,
Miami University

QUALIFICATIONS

Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors, including the U.S. Department of Labor's Bureau of Labor Statistics, the Economic Policy Institute, and Battelle's Technology Partnership Practice prior to co-founding TEconomy. He has conducted and led industry cluster and workforce strategy development, regional economic and impact analysis, and competitive benchmarking assessments for a wide range of regional, state, and national clients. His work has included a particular focus on STEM workforce, talent, and education issues.

RELEVANT EXPERIENCE

PRINCIPAL AND PROJECT DIRECTOR

TEconomy Partners, LLC

- Projects include the development of strategic plans and innovation strategies related to industry cluster development, workforce and talent, economic impact, and core competency assessments for a variety of national, state, and regional clients, and industries that span the biosciences, agriculture, information technology, and advanced manufacturing.
- Conducts and manages detailed quantitative analyses of economic and innovation ecosystem data, assesses regional economic positioning, develops surveys, and models economic impacts for national and regional technology-based innovation and economic development strategies.

PROJECT DIRECTOR

Battelle, Technology Partnership Practice

- Ten years as a Senior Economist and Project Manager/Director across a wide range of technology-based economic development projects, including:
 - PhRMA-Battelle STEM Education Report, *Building a 21st Century Workforce to Develop Tomorrow's New Medicines*
 - Battelle-BIO State Bioscience Jobs, Investments and Innovation (Project Manager, Technical Lead & Co-author for 6 biennial national reports with BIO)
 - Science Foundation Arizona, *Annual Report Card of Arizona's Technology and Innovation Registry*
 - Iowa's Re-Envisioned Economic Development Roadmap
 - Indiana Study entitled *The Opportunity to Win the Global Competition for College Educated Talent*
 - *New York's Bioscience Cluster: Industry Position & Workforce Assessment of the Upstate Region*
 - *Feasibility Assessment and Master Plan for Advancing the Bioscience Industry Cluster in Los Angeles County*
 - *Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs*

ECONOMIST

U.S. Bureau of Labor Statistics, Division of Labor Force Statistics

- Worked on the Current Population Survey (CPS), conducting economic research and analysis of U.S. labor force data. Briefed foreign government officials and business professionals on the CPS and other BLS surveys.
- Wrote national *Employment Situation* news releases and published articles on Displaced Workers in the Monthly Labor Review. Prepared briefing materials for the Secretary of Labor and the Chief Economist of the U.S. Dept. of Labor on the monthly Employment Situation data, older workers, displaced workers, and the employment situation of veterans.

RESEARCH ASSISTANT

Economic Policy Institute

- Provided research assistance to economists, analyzed large data sets (Labor Market, Macroeconomic, International) to aid economists with articles, books, and presentations, including Congressional Testimony.

JOSEPH SIMKINS



SENIOR ECONOMIST

EDUCATION

M.A. Applied Economics,
University of North Carolina

B.S. Economics,
University of North Carolina

QUALIFICATIONS

Mr. Simkins is an economist with an extensive background in technology-based innovation development planning. He has been a technical lead and subject matter expert on a variety of projects for TEconomy and Battelle, including core competency assessments, economic impact analyses, and policy evaluations. He specializes in the application of machine learning and advanced statistical models to develop strategic insights into trends in innovation and economic development, and is also experienced in implementing simulation models to inform economic impact analyses.

RELEVANT EXPERIENCE

SENIOR ECONOMIST

TEconomy Partners, LLC

- Lends valued expertise in economic impact modeling, advanced quantitative analyses of core competencies and innovation trends, big data handling, survey-based research, and design of applied modeling and simulation projects.
- Works across a varied spectrum of technological and scientific disciplines, ranging from biosciences to national security, that encompasses the array of technologies and strategies that drive economic development and industry growth and allows development of insights into technology futures forecasting.
- Key project work includes:
 - Pittsburgh Autonomy Cluster Initiative – Led creation of a strategic initiative for regional innovation and economic development stakeholders that characterized the national market for emerging mobile autonomous systems technologies and identified regional competencies and gaps as a part of a detailed strategic plan to grow the region’s industry base.
 - Indiana Artificial Intelligence Strategy – Led development of a comprehensive strategy that benchmarked the national innovation landscape in AI-related technologies and developed a framework to align collaborative industry-university initiatives and talent pipelines with disruptive trends in machine intelligence and data sciences.
 - Oklahoma City Innovation District Strategy – Analyzed the core competencies and innovation assets of the Oklahoma City region to inform economic development and placemaking recommendations for positioning the city’s innovation district for sustainable growth.
 - Greater Houston Middle Skills Workforce Study – Analyzed the region’s middle skills workforce segments and developed a framework for targeted upskilling of labor segments based on forecasted employment conditions for specific occupational roles

SENIOR ECONOMIST

Battelle, Technology Partnership Practice

- Served as technical lead on a variety of economic development, science and technology strategy, and core competency assessment projects.
- Worked in conjunction with various business units at Battelle to lead projects as a subject matter expert in economic impact analysis, risk assessment, and complex systems simulation.
- Key project work included:
 - Cummings Research Park Strategic Opportunities Plan – Served as technical lead in crafting and validating technology-based strategic innovation opportunity areas for integration into research park master planning updates.
 - Georgia Research Alliance – Principal analyst in work involving identifying bioscience industry needs for university collaborations and Georgia’s assets in targeted areas of bioscience development.

DYLAN YETTER



SENIOR RESEARCH ANALYST

EDUCATION

**M.A. Sociology and Demography,
The Pennsylvania State University**

**B.A. Sociology and Political Science,
The State University of NY at Fredonia**

QUALIFICATIONS

Mr. Yetter specializes in quantitative data analysis, from data collection through to the presentation of findings. He has significant experience in analyzing socioeconomic and demographic data using a broad range of sources and advanced methods. His work provides context to projects and explores the unique environments in which clients operate. Mr. Yetter also develops data visualizations and maps, designs presentations, and contributes to written analyses of project findings.

RELEVANT EXPERIENCE

SENIOR RESEARCH ANALYST

TEconomy Partners, LLC

- Supports project goals by collecting, organizing, vetting, and analyzing primary and secondary data sources, often as the lead data analyst and point person.
- Synthesizes findings from multiple data sources to produce multifaceted analyses in key areas, such as socioeconomic benchmarking and innovation ecosystems.
- Creates, organizes, and maintains databases by collecting and combining disparate sources of data using advanced Microsoft Excel, Microsoft Access, and R.
- Designs, tests, and distributes surveys in Qualtrics to build proprietary datasets to address clients' needs that cannot be met through other publicly available sources.
- Utilizes data from a variety of sources and data structures, including federal agencies (Bureau of Labor Statistics, U.S. Census Bureau, Bureau of Economic Analysis, National Science Foundation), survey data, client program data, venture capital data, and other economic and demographic sources.
- Develops data visualizations and maps using Excel and Tableau to illustrate project findings.
- Designs presentations and contributes to written analyses of findings to share conclusions and recommendations with clients.
- Writes literature reviews of qualitative data to provide deeper context for quantitative assessments.

GRADUATE RESEARCH ASSISTANT

*The Pennsylvania State University (Penn State)
Department of Sociology and Criminology*

- Conducted academic research that focused on the topics of health, immigration, and demography.
- Cleaned and analyzed large and complex datasets with longitudinal and multilevel structures.
- Presented findings to colleagues and collaborators through written and oral presentations.
- Collaborated on several research teams by providing data analysis and other feedback to support joint project efforts.
- Wrote synthesized reviews of scientific literature and assessed the state of literature for further examination into important topics.
- Utilized demographic techniques as well as other complex procedures designed to account for sampling design challenges, which allowed for data analysis to account for more comprehensive sets of variables.

JONATHAN DWORIN



PROJECT MANAGER

EDUCATION

M.A. Public Policy
University of Minnesota

B.A. Social Relations and Policy
Michigan State University

QUALIFICATIONS

Mr. Dworin has dedicated his career to improving economic conditions by striving to make public-private investments in innovation-based programs more efficient while achieving greater impact. Blending qualitative and quantitative analysis, Mr. Dworin's work focuses on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming to advance innovation-based economic development. Prior to joining TEconomy, Mr. Dworin worked with SSTI researching best practices in innovation-driven economic development and supporting public-private partnership efforts at universities and federal labs.

RELEVANT EXPERIENCE

PROJECT MANAGER

TEconomy Partners, LLC

- Works with TEconomy's principals to effectively manage projects focused on innovation-led economic development and informed public policy.
- Conducts research on innovation, entrepreneurship, and industry dynamics to help strategically position competitive assets, working with groups like Business Oregon, Missouri Technology Corporation, Indiana Economic Development Corporation, Prince George's County (MD) Economic Development Corporation, and Greater Louisville Inc.
- Complements quantitative analyses with insight garnered from interviews, surveys, focus groups, literature reviews, and other sources to develop economic and functional impact assessments for universities and other institutions, such as Kansas State University, the University of Arizona, BioCrossroads (IN), and Innovation Quarter (NC).
- Contributes to targeted industry strategies across sectors, in fields ranging from bioscience to food innovation, and with groups such as the Iowa Economic Development Authority, Greater Oklahoma City Chamber of Commerce, and the Center for Innovative Food Technology.
- Synthesizes analyses to help inform facilities and research park planning for colleges and universities, including University of Minnesota's FAARM (Future of Advanced Agricultural Research in Minnesota), University of Wisconsin, University of Nebraska, University of Connecticut, Clemson University, and UT-San Antonio.

POLICY ANALYST

State Science and Technology Institute (SSTI)

- Researched and communicated trends and best practices in technology-based economic development to practitioners and policymakers.
- Managed relationships with federal, state, and regional economic development initiatives that support science, technology, innovation, and entrepreneurship.

GRADUATE RESEARCH ASSISTANT

University of Minnesota, Humphrey School of Public Affairs

- Provided project management and research support for the State and Local Policy Program, with an emphasis on how the development of industry clusters can support regional economic competitiveness.
- Worked alongside McKinsey consultants as a member of a nine-person project team developing the strategic plan for Greater MSP, the Minneapolis-St. Paul Regional Economic Development Partnership.

RESEARCH ASSISTANT

Michigan State University Land Policy Institute (LPI)

- Supported research for the Rebuilding Prosperous Places Initiative, a university-led public private partnership that focused on sustainable economic development, placemaking, and industrial revitalization.

KYLE KISSINGER



RESEARCH ANALYST

EDUCATION

M.A. International Affairs,
University of California – San Diego

B.A. International Studies,
University of California – San Diego

QUALIFICATIONS

Mr. Kissinger supports client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. His findings are integral to the development of data-driven strategies and recommendations delivered to clients. His experience in multiple policy fields (including energy, automation, and innovation-driven economic growth) as well as work experience in multiple countries with varying degrees of development provides him with a unique perspective regarding how to catalyze technological adoption and sustainable economic development.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Works with TEconomy to provide effective, accurate, and concise data analysis across multiple industry sectors and time points in order to encourage successful and sustainable economic development.
- Conducts sector and technology benchmarking across the U.S. and around the globe, including analysis of public/private partnerships, technology deployment and commercialization, and talent, workforce development, and educational initiatives.

POLICY RESEARCHER

Mitsubishi Research Institute, Inc.

- Collected a wide variety of data across Japan utilizing government and executive interviews, domestic and international datasets, and deep single-business case studies.
- Analyzed sector-wide technological adoption, including the advent of additive manufacturing in the food and energy sectors as well as the adoption of tourism-focused non-fungible tokens (NFTs).
- Hosted and managed monthly discussion events between industry executives, academic experts, and researchers in order to establish both a rapport between different innovators and to diversify pursued solutions.
- Built collaboratively a yearly Listings of Societal Issues that evaluated global issues, including climate change, educational inequality, a lack of disaster preparedness, and inequitable access to nutrition, and showcased successful startups working to provide solutions and new technologies.
- Developed and updated semiannually an “innovation climate” report containing more than 800 startups, expert testimonies and interviews, and policy proposal analyses.

RESEARCH ASSISTANT

University of California – San Diego
School of Global Policy and Strategy

- Contributed to a national security report concerning military and terrorist usage of 3D printing to facilitate weaponry production, regulation avoidance, and smuggling potential.
- Produced databases and reports based on government data, field work (including direct data gathering on-site), and expert testimonials to benchmark multiple G8 countries in their policy responses and the impact of 3D printing on the military economic presence.

MARY JANE MACARTHUR



RESEARCH ANALYST

EDUCATION

M.S. Public Policy and Management
– Data Analytics,
Carnegie Mellon University

B.S. Economics,
Brigham Young University

QUALIFICATIONS

Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Performs analyses including industry cluster and core competency assessments, economic and functional impact modeling, and workforce analysis.
- Works with a variety of clients including universities, non-profit research institutes, and economic development organizations to research the economic potential and impact of scientific disciplines such as bioscience, agriculture, advanced manufacturing, and logistics.
- Builds effective, semi-automated data pipelines and incorporates current technology and best practices into the data management system.

DATA ENGINEER INTERN

Allegheny CountyStat

- Developed script to publish database tables as feature layers in ArcGIS online and continuously update layers with current data.
- Wrote and updated Python scripts to help automate the process of archiving obsolete data tables.
- Used various software tools to manage data pipelines and maintain security and consistency throughout the data lifecycle.

DATA GOVERNANCE INTERN

Federal Energy Regulatory Commission

- Performed quality assurance and developed visualizations on formal proceedings data. Created Power BI dashboards, many of which included embedded visuals created in R.
- Promoted the Federal Data Strategy by assisting other program offices with cataloging their data assets and populating metadata.

COMMUNITY DEVELOPMENT INTERN

Lawrenceville Corporation

- Contributed to a report on community development in Pittsburgh's Lawrenceville neighborhoods. Work included:
 - Reached out to Lawrenceville residents and stakeholders for insights into neighborhood changes and policy priorities.
 - Collected, validated, and analyzed a variety of quantitative and qualitative data on local demographics, economic activity, housing, and transportation infrastructure.
 - Created data visualizations and wrote accompanying text.

RESEARCH ASSISTANT

Brigham Young University Department of Economics

- Digitized historic records using natural language processing.
- Collected data and performed regression analysis for studies on a variety of topics, such as education and school nutrition.

Appendix B: American Rescue Plan Act Amendment 1

TEconomy's Certification for Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act can be found on the following pages.

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

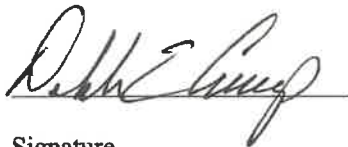
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

8-14-2024

Date

Appendix C: Affidavit

TEconomy's signed and notarized affidavit can be found in the following pages.

AFFIDAVIT

Comes the Affiant, Deborah E. Cummings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Deborah E. Cummings and he/she is the individual submitting the proposal or is the authorized representative of TF Cooney Partners, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Deborah E. Cummings

STATE OF *Ohio*

COUNTY OF *Franklin*

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

by *Deborah E. Cummings* on this the *14* day

of *August*, 20*24*.

My Commission expires: *08-17-2024*

Timothy Michael Williamson
NOTARY PUBLIC, STATE AT LARGE



Appendix D: Equal Opportunity Agreement

TEconomy's signed Equal Opportunity Agreement can be found in the following pages. TEconomy acknowledges that we have read and understand the provisions contained herein.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

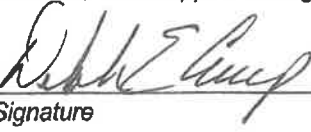
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

TE Group Partners, LLC

Name of Business

Appendix E: Current Workforce Analysis Form

TEconomy's signed Current Workforce Analysis Form can be found on the following page.

WORKFORCE ANALYSIS FORM

Name of Organization: TEconomy Partners, LLC

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African- American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | | |
|------------------|-------|--------------------------------------|---|-----------------------|---|---|---|---|---|---|---|--|---|--|---|-------|---|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | |
| Administrators | | | | | | | | | | | | | | | | | | |
| Professionals | 9 | 7 | 2 | | | | | | | | | | | | | | 7 | 2 |
| Superintendents | | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | | |
| Protective | | | | | | | | | | | | | | | | | | |
| Para- | | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | | |
| Service/Maintena | | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | | |

Prepared by: *Robert E. Camp* Date: 8/14/2024
 (Name and Title)

Revised 2015-Dec-15

Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. Due to the depth and breadth of TEconomy's team, we will not be subcontracting any of the work elements. As a result, the MWDBE Participation Goals are not applicable to this bid.



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 46-2024

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

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

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

TEconomy Partners, LLC

Company

8/14/2024

Date

Derek E. Long

Company Representative

Principal and Managing Director

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 46-2024

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

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

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

TEconomy Partners, LLC

Company

Debra E. Croy

Company Representative

8/14/2024

Date

Principal and Managing Director

Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 46-2024

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

| | |
|-----------------------------------|--------------------------------------|
| Company Name N/A | Contact Person N/A |
| Address/Phone/Email N/A | Bid Package / Bid Date N/A |

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

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

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

TEconomy Partners, LLC

Company

Debbi E. Camp

Company Representative

8/14/2024

Date

Principal and Managing Director

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 46-2024

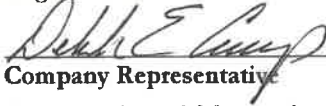
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

TEconomy Partners, LLC
 Company
8/14/2024
 Date



 Company Representative
Principal and Managing Director
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 46-2024

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

TEconomy Partners, LLC

Company

8/14/2024

Date



Company Representative

Principal and Managing Director

Title

Appendix G: General Provisions

TEconomy's signed General Provisions can be found in the following pages.

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

8-14-2024
Date

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT (AWARDED PURSUANT TO RFP 46-2024) WITH TECONOMY PARTNERS, LLC, TO PERFORM A LOCAL ECONOMIC AND WORKFORCE DEVELOPMENT OPPORTUNITIES STUDY, AT A COST NOT TO EXCEED \$132,860.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement (awarded pursuant to RFP 46-2024), which is attached hereto and incorporated herein by reference, with TEconomy Partners, LLC, to perform a local economic and workforce development opportunities study.

Section 2 – That an amount, not to exceed the sum of \$132,860.00, be and hereby is approved for payment to TEconomy Partners, LLC, from account # 1144-136102-1361-71299, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL:

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

1019-24:EPT_4855-4655-3073, v. 1

RESOLUTION NO. 538 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE PURCHASE OF SERVICE AGREEMENT (AWARDED PURSUANT TO RFP 46-2024) WITH TECONOMY PARTNERS, LLC, TO PERFORM A LOCAL ECONOMIC AND WORKFORCE DEVELOPMENT OPPORTUNITIES STUDY, AT A COST NOT TO EXCEED \$132,860.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Purchase of Service Agreement (awarded pursuant to RFP 46-2024), which is attached hereto and incorporated herein by reference, with TEconomy Partners, LLC, to perform a local economic and workforce development opportunities study.

Section 2 – That an amount, not to exceed the sum of \$132,860.00, be and hereby is approved for payment to TEconomy Partners, LLC, from account # 1144-136102-1361-71299, pursuant to the terms of the Purchase of Service Agreement.

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

PASSED URBAN COUNTY COUNCIL: October 24, 2024



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

1019-24:EPT_4855-4655-3073, v. 1

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the 29th day of October 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and TEconomy Partners, LLC, an Ohio corporation, ("Organization") with offices located at 8122 Blind Brook Ct, Columbus, Ohio 43235.

WITNESSETH

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on _____, 202_ and shall last for a period of 6 months unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – LFUCG RFP Document (RFP # 46-2024)
 - b. Exhibit "B" – Consultant Proposal

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

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibits "A" and "B" for LFUCG in a timely, workmanlike and professional manner (the "Services").

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed One Hundred Thirty-Two Thousand Eight Hundred Sixty Dollars and No Cents (\$132,860.00) for the performance of the Services. Such payments shall be exceed issued as follows:

- Three Thousand Two Hundred Eighty Dollars and No Cents (\$3,280.00) invoiced upon completion of Task 1.
- Twenty-Six Thousand Eight Hundred Dollars and No Cents (\$26,800.00) invoiced upon completion of Task 2.

- Twenty Thousand One Hundred Dollars and No Cents (\$20,100.00) invoiced upon completion of Task 3.
- Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00) invoiced upon completion of Task 4.
- Twenty-Nine Thousand Dollars and No Cents (\$29,000.00) invoiced upon completion of Task 5.
- Thirty Thousand Two Hundred Eighty Dollars and No Cents (\$30,280.00) invoiced upon completion of Task 6.

. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment. "Tasks", referenced above, shall be defined as provided in Exhibit B.

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

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

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

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

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

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30)

days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

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

8. INSURANCE; INDEMNITY.

The risk management provisions of RFP No. XX-20XX are incorporated herein by reference with the following modification. Required Insurance Coverage will be as follows:

| Coverage | Limits |
|------------------------|---|
| General Liability | \$2 million per occurrence, \$4 million aggregate |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000 |
| Professional Liability | \$1 million per occurrence |

Copies of the required Certificates of Insurance shall be provided to the LFUCG as required therein.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

10. INTELLECTUAL PROPERTY.

a. Except as provided below, all rights in copyrightable works delivered to LFUCG by Organization shall belong to LFUCG. With respect to copyrightable works, including tables, protocols, data, and other works of expression developed by Organization independently of this Agreement but incorporated in materials delivered to LFUCG, Organization shall remain the owner of these works. Organization hereby grants to LFUCG a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to LFUCG by Organization and not as a standalone product.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

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

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

13. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

14. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

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

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

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

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

For Organization:

TEconomy Partners, LLC _____
8122 Blind Brook Ct. _____
Columbus, Ohio 43235
Attn: Deborah Cummings _____

For Government:

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

21. WAIVER. The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Mackenzie Stock
Clerk of the Urban County Council

Deputy

ORGANIZATION

BY: Deborah E. Cummings
Deborah E. Cummings, President

Martin Grueber

ATTEST:

Martin Grueber, Treasurer

WITNESS: Thao T. Tran

DATE: 10/7/2024

EXHIBIT "A"

Lexington/Fayette Urban County Government
RFP No 46-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #46-2024 Local Economic and Workforce Development Opportunities Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 19, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Procurement resulting from this invitation.

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

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

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

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

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

Selection Criteria.

1. Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
2. Qualifications, experience, and fitness of project contributors. 25 pts
3. Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
4. Quality and relevance of representative work product. 15 pts
5. Estimated cost of services. 10 pts

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

| Business | Contact | Email Address | Phone |
|---|---|--|--------------|
| LFUCG | Sherita Miller | smiller@lexingtonky.gov | 859-258-3323 |
| Commerce Lexington – Minority Business Development | Tyrone Tyra | ttyra@commercelexington.com | 859-226-1625 |
| Tri-State Minority Supplier Divers Council | Derrick Dowell | ddowell@tsmsdc.net | 502-365-9762 |
| Small Business Development Cou | Tonya Parsons UK SBDC | tonya.parsons@uky.edu | 859-257-7666 |
| Community Ventures Corporation | Devanny King | devanny.king@cvky.org | 859-231-0054 |
| KY Transportation Cabinet (KYTC) | Tony Youssefi | tyouseffi@ky.gov | 502-564-3601 |
| KYTC Pre-Qualification | Shella Eagle | Shella.Eagle@ky.gov | 502-782-4815 |
| Ohio River Valley Women’s Business Council (WBENC) | Lynnise Smith | lsmith@wbenc-ory.org | 513-487-6537 |
| Kentucky MWBE Certification Pro | Singer.Buchanan, Kentucky Finance and Administration Cabine | Singer.Buchanan@ky.gov | 502-564-2874 |
| National Women Business Owner Council (NWBOC) | www.nwboc.org | info@nwboc.org | 800-675-5066 |
| Small Business Administration | Robert Coffey | robertcoffey@sba.gov | 502-582-5971 |



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. **Ambiguity, Conflict or other Errors in RFP:** If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. **Agreement to Bid Terms:** In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

| <u>Coverage</u> | <u>Limits</u> |
|--|---|
| General Liability (Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Worker's Compensation | Statutory |
| Employer's Liability | \$100,000 |
| Excess/Umbrella Liability | \$1 million per occurrence |

The policies above shall contain the following conditions:

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

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If

the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00548704

Overview

The Lexington-Fayette Urban County Government is seeking proposals from qualified research or consulting firms to conduct a comprehensive study on local economic and workforce development opportunities related to the technology sector, including emerging industry sub-sectors. The goals of this study are to identify and analyze areas of potential growth, innovation, and job creation within Lexington, and to attract and support a local workforce with the desired technical skills to sustain such growth.

Respondents should include in their proposals an outline of the project approach, estimated project budget, and preliminary project schedule. A timeline of approximately six (6) months from notice to proceed to completion of project deliverables is desired.

The primary contact for project initiation, status reporting, and handoff of deliverables will be by LFUCG's Office of the Chief Development Officer. Project milestones and requirements for reporting will be agreed at project initiation, with the awarded respondent producing a revised schedule based on these indicators.

Scope of Work

Respondents should outline their approach to the following:

1. **Assessment of Current Landscape:**

- Evaluate Lexington's existing technology ecosystem, including infrastructure, workforce availability, and industry clusters.
- Identify key stakeholders in local businesses, educational institutions, and government and nonprofit agencies.
- Explore opportunities for Lexington to demonstrate a strategic advantage for employers in traditional technology sectors such as software development, infrastructure, cybersecurity, and data science, as well as emerging sub-sectors in AgTech, artificial intelligence, chip manufacturing, clean energy, etc.

2. **Labor Market Analysis:**

- Analyze national labor market trends and projections in traditional technology sectors and emerging sub-sectors to discover areas of opportunity for Lexington's workforce.
- Evaluate local labor market conditions to determine whether Lexington's workforce is able to meet the projected demand for emergent skills.
- Identify which space(s) Lexington may occupy in the technology landscape and the skill gaps that could threaten its ability to compete.

3. **Identification of Economic Development Opportunities:**

- Identify specific technology sub-sectors that present viable growth potential in Lexington.

- Define possible barriers including geographic, infrastructure, workforce, regulatory, current salary levels, or other factors that may inhibit Lexington’s ability to attract tech workers and employers.
- Provide a suggested strategy for Lexington and its economic development partners to make the city a destination market for companies within the identified technology sectors, and for technology workers who are currently employed and operating in a remote work environment.

4. Identification of Workforce Development Opportunities:

- Discover opportunities for job creation and recruitment within the identified technology sectors.
- Recommend training programs, certifications, post-secondary degree programs, and other learning pathways to upskill Lexington’s current workforce and prepare its future workforce to meet new skills demands. Specific efforts targeting learners in traditionally underrepresented demographics should be included.
- Provide a suggested strategy for development and retention of a workforce that aligns with emerging technology needs. Include guidance on establishing outreach channels for local employers to connect high school, technical college, and university graduates to jobs or internships within their area of study.

5. Policy and Regulatory Recommendations:

- Analyze regulatory frameworks that have fostered technology growth, innovation, and entrepreneurship in similar localities.
- Suggest policy changes and/or incentives to attract technology companies and startups to operate or headquarter in the area.
- Recommend strategies and/or incentives for attracting technology talent for employment in the area.

Deliverables

- 1) Monthly progress reports in a format specified by the Office of the Chief Development Officer.
- 2) Final report in PDF format including citations of data sources.
- 3) Executive summary to be presented to the Lexington-Fayette Urban County Council and/or Council committee.

Proposal Enclosures

Proposals for consideration should include the following:

- 1) Company profile for responding firm and any firm(s) to be subcontracted for the project, including the number of continuous years in operation, top-level organizational chart, and

statement(s) pertaining to corporate culture, customer care ethos, cost control, and DEIB commitments.

- 2) Names and professional profiles of project contributors and approximate time to be committed to this project.
- 3) At least three (3) samples of representative work, including references and contact information.
- 4) Outline of the project approach, milestones, timeline, communication cadence, and reporting mechanisms.
- 5) Itemized cost estimate indicating amount to be billed at each project milestone.

Selection Criteria

A selection committee will evaluate and score proposals based on the alignment with project goals, qualifications of key contributors, expertise demonstrated by reference work, and unique or innovative differentiators in project approach. Scores will be calculated according to:

- 1) Professionalism of the written proposal and inclusion of all above Enclosures for Submittal. 20 pts
- 2) Qualifications, experience, and fitness of project contributors. 25 pts
- 3) Demonstrated understanding of the project scope, goals, and deliverables. 30 pts
- 4) Quality and relevance of representative work product. 15 pts
- 5) Estimated cost of services. 10 pts

EXHIBIT "B"

Organization's Response to RFP

4854-6198-8075, v. 2



August 15, 2024

Proposal No. 202425

Sondra Stone
Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507

RE: RFP #46-2024 (Local Economic and Workforce Development Opportunities Study)

Dear Ms. Stone:

TEconomy Partners, LLC (TEconomy) is pleased to submit the enclosed proposal to develop a Local Economic and Workforce Development Opportunities Study for the Lexington-Fayette Urban County Government. The proposal outlines our approach by detailing our proposed scope-of-work, time frame, and qualifications to develop the analysis and final deliverables.

TEconomy proposes to conduct the services outlined in Proposal 202425 for a fixed price of \$132,860 inclusive of all labor, travel, and data-related costs. We anticipate being able to complete this project within six (6) months of commencement. This proposal is valid for thirty (90) days from the date of this letter.

We look forward to the opportunity to work on this exciting effort. If we can answer any questions or modify our scope of work in any way to better meet your needs, please don't hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Deborah E. Cummings".

Deborah E. Cummings
Principal and Managing Director

Enclosures

Proposal No. 202425

**Local Economic and
Workforce Development
Opportunities Study:
RFP #46-2024**

To:
**Lexington-Fayette Urban County
Government**

August 15, 2024



Table of Contents

| | |
|---|----|
| Introduction | 2 |
| Proposed Project Approach/Scope-of-Work | 4 |
| Company Profile..... | 14 |
| Project Team Profiles | 17 |
| Examples of Representative Work..... | 19 |
| Cost Estimate | 25 |
| Appendix A: Key Personnel Resumes..... | 26 |
| Appendix B: American Rescue Plan Act Amendment 1 | 33 |
| Appendix C: Affidavit | 39 |
| Appendix D: Equal Opportunity Agreement | 42 |
| Appendix E: Current Workforce Analysis Form | 45 |
| Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts | 47 |
| Appendix G: General Provisions..... | 54 |

Introduction

Against the broader backdrop of increasing technology integration and digital evolution of business operations, the Greater Lexington economy is experiencing a period of growth and diversification. Employment growth across the region has generally outpaced state and national averages over the past two decades, and its economy is diversified with significant contributions from a portfolio of traded sector clusters such as manufacturing, tech industries, finance, and insurance anchored by major companies such as Toyota and Lexmark International. The area has a total Gross Regional Product (GRP) of \$37.8 billion in goods and services annually and a total employment base of over 315,000 jobs, representing nearly 14 percent of total state economic activity and labor force. Additionally, the region benefits from a significant cluster of educational and research institutions such as the University of Kentucky, Transylvania University, and Bluegrass Community and Technical College that anchor its skilled workforce.

Recognizing the importance of supporting this trend over the long term, economic development stakeholders in the region have remained active in their efforts. The region is recognized for its strong economic development activity, ranking in the top 10 nationally for “Tier Two” metros (metro regions that have a population between 200,000 and one million) in economic development projects per capita.¹ A strong focus on innovation-led economic development has resulted in a strategic focus on several key industry cluster marketing targets, including Advanced Manufacturing, AgTech and Animal Sciences, Business and Professional Services, Clean Technology, Life Sciences, Software and IT, and Visitor Industries, amongst others cited in recent studies profiling the region.²³ In particular, the Greater Lexington area stands out as an emerging hub for broader regional technology industry activities with a mix of established companies and innovative startups advancing tech-based applications and services. The city’s tech workforce is anchored by major site locations like IBM, Lexmark, and Conduent, while the region is also fostering entrepreneurial growth in niche sectors such as social networking and game development as well as deploying workforce development and educational programs focused on digital skills through its local institutions led by the University of Kentucky.

Both the pureplay software and technology industries as well as the other “tech-enabled” strategic industry targets noted above rely on a skilled workforce that is faced with the need to continually incorporate new skills to remain relevant in rapidly changing technology competencies. This workforce spans cohorts of senior thought leaders in traditional IT systems and analytics roles to embedded tech workers that bring applied skills to bear within the context of traditional industries such as manufacturing. Every industry has the potential to drive productivity through the adoption of various technologies that make up the “tech” portfolio, and as other regions and nations undergo this evolution

¹ Site Selection Magazine, 2023 Top Metros Tier 2, March 2024; accessed at: <https://siterelection.com/issues/2024/mar/2023-top-metros-tier-2-goods-movement-moves-economy-in-lehigh-valley.cfm>

² Targeted Industry Analysis for Lexington and the Bluegrass Alliance, prepared by Economic Leadership for Lexington/Fayette County and the Bluegrass Alliance, May 2023.

³ Commerce Lexington Economic Development’s listed Strategic Targets, accessed at: <https://locateinlexington.com/site-selection-services/strategic-targets/>.

there is simultaneously a risk of disruption to established industry clusters as well as significant opportunities to strengthen existing competitive advantages and grow new clusters.

As technology continues to transform traditional industries and create new opportunities for growth, a region's ability to invest in areas of competitive advantage that attracts and retains both industry and skilled talent will ultimately determine the trajectory of its growth in the coming decades. A region's continued growth will depend on the investments made in the "human capital" of skilled workers that are able to both adapt to changing technologies as well as anchor place-based economic development efforts by providing an attractive environment for companies to locate their operations.

As a result, it is critical for regions to understand the landscape of their current industry base, but perhaps more importantly, the constituent workforce segments that comprise it. To help guide the Greater Lexington region in navigating the evolution of the tech industry, TEConomy proposes to consider the context of "tech" in economic development from several perspectives:

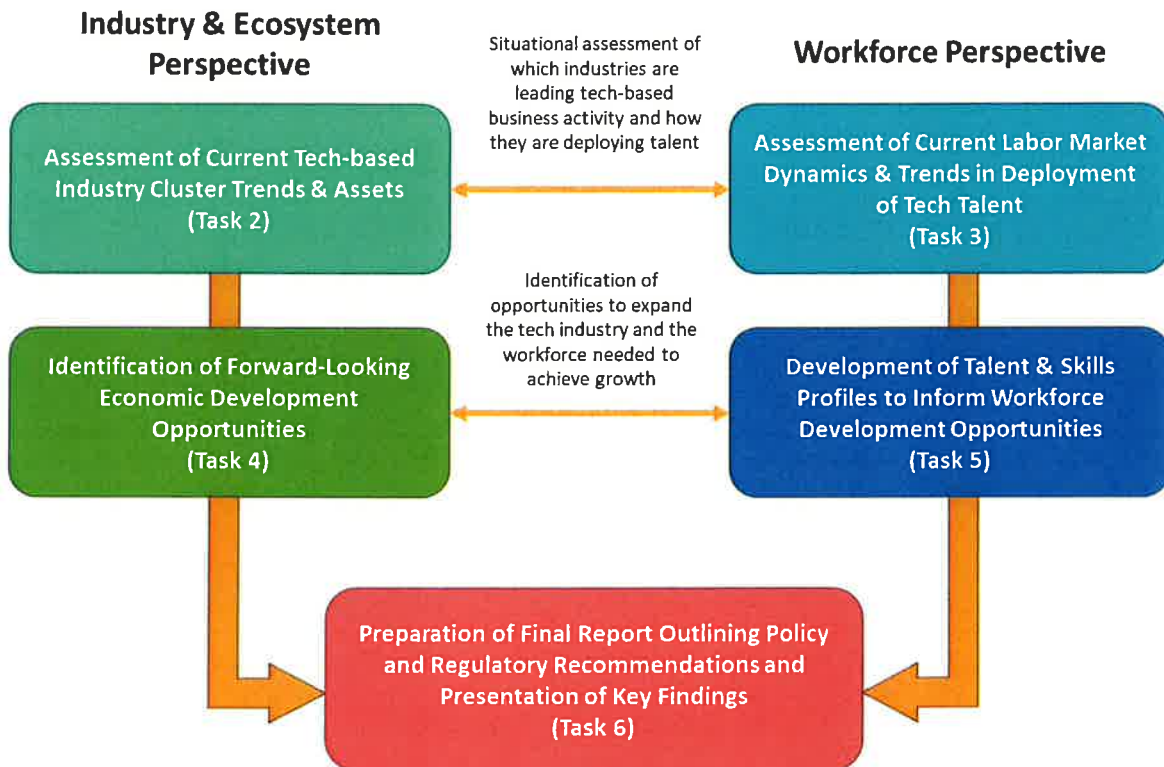
- The core business and market strengths of the region's tech sector itself, including industries that rely heavily on the ability to deploy technology as a part of their operations.
- The degree to which tech is embedded within and being deployed across regional industry sectors through tech-enabled workforce roles.
- The availability of a pipeline of tech talent and a regional labor ecosystem with the education and skills required to meet the needs of modern industry.

In the following scope of work, TEConomy outlines a comprehensive approach to identifying and vetting regional economic and workforce development opportunities related to the technology sector, including both existing strengths and emerging markets, and developing a detailed strategy for Greater Lexington to attract and support a competitive technology workforce into the future.

Proposed Project Approach/Scope-of-Work

Based on the RFP issued by the Lexington-Fayette Urban County Government, TEconomy is proposing to conduct several key analyses organized under specific tasks to complete the strategic planning effort. The proposed structure for the scope-of-work is illustrated in Figure 1. TEconomy is proposing two parallel quantitative and qualitative analyses that capture different perspectives of the region’s technology ecosystem. The first track analyzes the ecosystem from the viewpoint of industry and business support assets. The second track analyzes the ecosystem from the perspective of the talent being deployed within and across industries. As noted below, each of the initial assessments as well as the opportunity identification analyses will inform the context of the other to provide a holistic picture of the region’s path forward.

Figure 1. Proposed Approach Leading to Development of Recommendations Incorporating Industry and Workforce Assessments



To accomplish this approach, TEconomy’s project team will utilize four major analyses to identify tech-driven and innovation-led industry sectors that demonstrate either established strengths for further regional development or emerging opportunities that demonstrate realistic future targeted prospects—the primary goal and intent of this strategic planning effort. These analyses include:

- **Industry cluster analysis and assessment**—as part of Task 2, TEconomy will analyze where the region stands today in its competitive position and performance in its distinctive and unique set of traded sector industry clusters.
- **Tech and STEM-related labor market analysis and talent deployment**—as a part of Task 3, TEconomy will assess where the region’s tech and broader STEM-related talent is concentrated and deployed across the regional economy from a current industrial perspective and how that has evolved in recent years.
- **Industry and research innovation analyses to inform forward-looking economic development opportunities**—as a part of Task 4, TEconomy will utilize innovation-related metrics to signal where and in what tech and market spaces technology innovations are happening across the regional economy as a signal of forward-facing targeted opportunities.
- **Skills and talent generation pipeline analyses to inform current talent supply and needs**—as a part of Task 5, TEconomy will leverage “real time” signals of talent demand from industry and identify any gaps relative to broader labor market trends or emerging labor market dynamics.

To supplement and validate the analyses above, TEconomy also proposes to conduct a series of qualitative investigations in each task to incorporate the perspectives of regional industry, education and training providers, and innovation ecosystem and economic development stakeholders.

Further details for each task are outlined in the following narrative.

Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting

TEconomy’s project team will meet with representatives of the Lexington-Fayette Urban County Government via videoconference to kick-off the project, gather information, and finalize details of the project scope. At this meeting, the project team will request all key reports, studies, or other background intelligence relevant for the project, which should include details regarding the region’s leading employers and educational institutions as well as any prior efforts to identify regional industry clusters.

In addition, it will be important to discuss and finalize key parameters for the project, including key time periods for trend analysis, regional definitions to be utilized for the industry assessment, the scope of industry sector and occupational workforce segments to be prioritized under the context of the “tech-related” area of focus for this project, and other details of the analyses and stakeholder outreach.

In addition, TEconomy will provide monthly progress reports to the client contact in a format specified by the Office of the Chief Development Officer.

Timeframe: Project Week 1 or 2 for Project Kick-off Meeting and ongoing monthly progress reports.
Deliverable: Monthly progress reports in a format specified by the Office of the Chief Development Officer.

Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis

Recognizing that the City of Lexington is not an island unto itself, but instead part of a larger regional economy, it will be important to understand the industry clusters that drive the broader Greater Lexington (Lexington-Fayette) metropolitan area economy. Best practice in economic development recognizes that each region has a set of target industry sectors or “industry clusters” in which it can differentiate itself, thereby building comparative advantage within competitive global markets. Emphasis is being placed, and rightly so, on technology and STEM-intensive sectors as leading drivers of 21st century economic development. The ability of a region to lead in technology innovation and deployment in particular areas of industry (including both existing and emerging industries) has become a critical and defining driver of economic competitiveness.

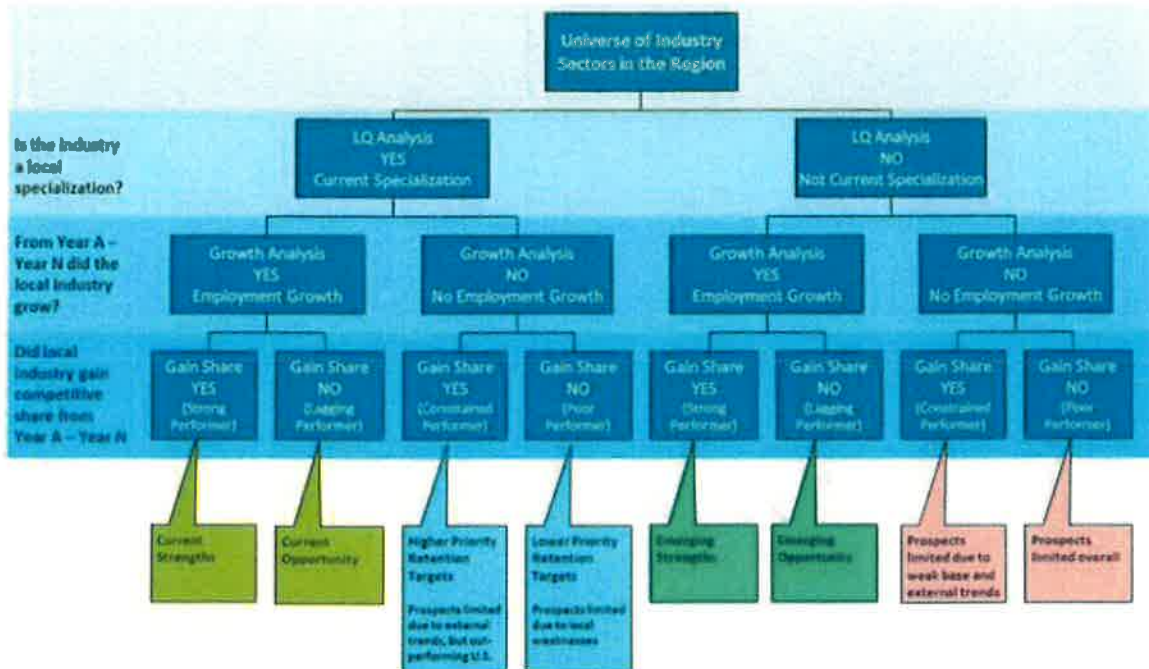
TEconomy will define and assess regional tech-driven and innovation-led regional industry clusters using detailed, six-digit NAICS industry classifications and clustering/networking methods that identify the interconnections and interrelationships between various industries based on several dimensions. This allows for a complete segmentation of industry clusters that includes both focused technology areas as well as more broadly defined producers of goods and services. TEconomy will examine the size, relative concentration (location quotients), and recent growth trajectory of individual traded sectors in the region, with close attention paid to “advanced industries”—those that have an outsized focus and impact on exports, a “STEM”-intensive workforce and talent base, an innovation stance and profile, and stronger growth prospects into the future. The project team will work to understand key supply chain contexts of major companies to best define interrelationships within and across industries for identifying leading clusters and sub-clusters—both established and emerging.

TEconomy will use an Industry Targeting Analysis decision tree approach (Figure 2) to understand the current position and trajectory of key industry clusters within the region’s economy. By deploying the tools of industry targeting analysis, TEconomy objectively and quantitatively identifies industry sectors that are “current strengths”, “emerging strengths” and “emerging opportunities”, “high priority retention targets”, and more challenging or “lower priority retention targets.”

More specifically, the analysis will measure and summarize for the region:

- The relative concentration of each industry cluster using location quotients (LQs). This gauges the “competitive advantage” for a given industry cluster relative to the nation.
- Whether each industry cluster is a net job generator, as measured by employment changes and controlling for the business cycle to ensure a thorough understanding of regional business dynamics.
- The growth of each industry cluster relative to national trends and performance.
- The contributions of key industry clusters to overall regional and state economic output as well as regional productivity of clusters relative to state and national levels.

Figure 2. TEconomy’s Industry Targeting Analysis Decision Tree



Source: TEconomy Partners, LLC.

In rapidly evolving technology-based industries, it is also important to identify broader ecosystem assets that help support technology deployment in industry in a multifaceted way. To supplement the industry cluster analyses, TEconomy will also identify key assets in the regional ecosystem that support existing and emerging technology sectors. Potential industry assets that TEconomy will seek to inventory and understand could include:

- Technology industry associations and relevant investments and initiatives in the region.
- Entrepreneurial development efforts underway in the region, such as entrepreneurial assistance programs and development of specialized space, including lab space, shared-use facilities, and co-location and expansion space.
- Strategic research or talent development partnerships with educational institutions.
- Infrastructure projects or other major developments underway that could create competitive advantages for the regional industry base.

TEconomy will distill the results of the various industry assessments into development of industry cluster and supporting ecosystem asset profiles that will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries

While the context of industry sectors can give insights into broad specializations, the core driver of technology-based industries is the talent needed to advance and deploy innovative new use cases. The use of detailed occupational analysis allows an important additional perspective to be gained over and above the review of specific industry sectors. Tech- and STEM-focused job categories and roles (e.g., software developers, computer programmers, electrical engineers, data scientists, etc.) span across multiple industry sectors and serve as an important signal to identify where industries are innovating and/or deploying leading technologies across the regional economy.

Analysis of the utilization and relative concentrations and recent growth of technical and STEM-related talent within the region’s industry clusters provides further insights into the innovation context of the clusters. Clusters that are driving innovation are utilizing a greater concentration of scientific, engineering, IT, and other technical skill sets and expertise and an analysis of these occupations within relevant industries will inform this context. To perform this economy-wide occupational analysis, TEconomy will utilize industry “staffing patterns” data—data that estimate the occupational employment mix across individual industries—to assess where deployment of the aforementioned technical and STEM-related talent resides across the region.

TEconomy will then supplement this assessment of current labor market dynamics with additional analyses that provide insights into the specific occupations and roles that are critical to each industry cluster and represent “high-demand, high-priority” status as demonstrated by some combination of significant size and scale, strong recent and expected future growth, robust wage dynamics, and relative concentration within key tech-related clusters. Ultimately, any identified high-demand occupations will be evaluated and probed in subsequent project tasks using qualitative approaches, and then form the basis for recommended strategic cluster-specific interventions.

A number of labor market dynamics analyses will be used to generate these insights, including:

- Utilizing and summarizing intelligence from current and recent job postings of regional companies within each cluster to understand those occupational areas where the aggregate industry demand for tech talent reaches significant size and recent growth thresholds. TEconomy has extensive experience working with the Lightcast (formerly Emsi-Burning Glass) Job Posting Analytics database to aggregate key roles within industries across hundreds of different job titles utilized by employers for actionable intelligence. The job postings analysis has the benefit of understanding how industry labels and describes key roles, beyond standard federal occupational titles as well as corresponding skills, education, and work experience requirements.
- Conducting a detailed analysis of “staffing patterns” in the Greater Lexington region —i.e., the occupational makeup of each industry sector —to understand the underlying demand for talent both today and how it has evolved in recent years as well as to corroborate the intelligence gleaned from job postings and to identify tech-related occupational groups that have a high-demand profile considering size, growth, and relative concentration.
- Informing expected future demand and disruptive workforce dynamics through occupational employment projections and market research intelligence, including addressing key topics such as quantifying the expected demand for job openings driven by new growth versus replacement,

potential levels of reskilling and upskilling of incumbent workers in technical roles, potential risks of automation of occupational roles and vulnerability to disruption of existing roles by emerging technologies such as generative AI.

TEconomy will distill the results of the various occupational workforce assessments into occupational workforce profiles of the tech and STEM-related labor market segments along with identification of high-demand, high-priority roles within key workforce segments. This intelligence, as well as overall indicators of the vibrancy of the Greater Lexington labor market, will be shared with Lexington-Fayette Urban County Government leadership in PowerPoint form and will ultimately be used to inform subsequent analyses and final recommendations.

Timeframe: Project Months 1-2

Deliverable: Interim assessments, key findings, and conclusions to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities

Leveraging the results from previous tasks, TEconomy will conduct a “line of sight” scan of the Greater Lexington region’s technology and innovation drivers to identify economic development opportunities driven by industries with a strong existing or emerging technology focus and innovation stance. This approach involves three key steps that align the “market pull” of industry innovation opportunities together with the “technology push” of region’s broader research and innovation capabilities:

- First, TEconomy will assess the areas of significant, critical mass and excellence in technology-related research and innovation that represent the technology “push” emanating from Greater Lexington’s research universities, industries, and other innovation assets using a scan of key indicators that include:
 - Analysis of levels, growth, and concentration of R&D expenditures by regional colleges and universities in specific technology-related fields.
 - Analysis of research publications activity in technology-related fields by regional researchers to identify significant thematic areas of focus. This involves the use of machine learning algorithms that create topic models from the text data contained in publications to determine overarching “clusters” of core research competencies and their similarities to one another.
 - Analysis of “R01-equivalent” grants awarded by various federal agencies to regional researchers, which are individual projects driven by investigator-led research that are often aimed at advancing distinct areas of focus that are indicative of innovation strengths. Similarly to research publications, a topic modeling approach will be used to identify high level thematic areas of research competency.
 - Review of major Center grants awarded to regional institutions that can indicate the creation and expansion of research “infrastructure” to support key technology applications areas, as well as any other publicly or privately-funded innovation initiatives supporting key technology verticals.

- Next, TEconomy will assess the market “pull” or demand for innovative solutions and applications driven by the region’s technology-intensive industries. This will involve a detailed assessment of Greater Lexington’s industry base from an industry innovation perspective to complement the previous assessment of industry dynamics outlined in Task 2, including a scan of key indicators such as:
 - Recent IP generation trends leveraging patent applications and awards to identify those regional inventors and corporate and higher education assignees that are advancing innovation as well as the specific themes of technology innovation they are advancing.
 - Venture capital and angel investments in emerging, high-growth potential regional companies to understand and highlight those technology areas and industry verticals in which the region has strong future growth prospects.
 - SBIR/STTR and other small business-focused grant awards to regional companies to understand the innovation areas in which they are focused.
 - Review of any available industry databases generated through Commerce Lexington or other regional economic development organizations.
- Finally, TEconomy will assess these targets against future high-growth market applications determined by a review of market research and the context of broader technology trends to determine which growth opportunities can serve as drivers for the region.

The project team will utilize the analysis in combination with the preceding assessments to finalize and present a set of up to 8-10 economic development targets that incorporate both 1) current, established industry cluster strengths that demonstrate a critical mass in tech-driven and innovation-led activity today; and 2) forward-focused tech cluster opportunities identified by the deployment of tech and STEM-related talent across the region signaling strong potential for future development. These findings will be presented in the context of a Strengths, Weaknesses, Opportunities, and Threats (SWOT) assessment that outlines the key drivers of opportunity for each economic development target, as well as possible barriers that may inhibit the region’s ability to pursue and grow these targets.

The project team will meet with Lexington-Fayette Urban County Government leadership to discuss and vet the findings to enable TEconomy to proceed to subsequent tasks that focus on the workforce, talent, and other needs of these opportunity areas.

Timeframe: Project Months 3-5

Deliverable: Identified economic development target areas presented in SWOT format to be shared in a PowerPoint document and presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report.

Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities

With the identified regional industry cluster focuses, labor market dynamics, and potential economic development opportunities - both existing and emerging - determined, the project team will turn to assessing potential workforce development opportunities that align with the talent and skills needs of these sectors along with the supply of key regional tech- and STEM-related talent being generated by the region's existing education and workforce development assets.

It is critical to understand where the region's workforce stands today in terms of its composition, evolving skill needs, and projected future growth in order to inform where Greater Lexington has gaps in its ability to advance these industry opportunities. This will inform how the region should best plan to meet impending skills and talent needs for its cluster opportunities today and in the near future. Leveraging the results of the detailed labor market dynamics assessment and high priority roles for the region identified in Task 3, the project team will assess talent supply and workforce development dynamics and key assets for Greater Lexington to include:

- Levels, concentration, and recent trends in postsecondary degree graduates (by level and major degree fields) from regional institutions that align with those tech- and STEM-related occupations most clearly driving skill and talent needs in the cluster demand assessments.
- Key workforce development programs and initiatives at the K-12 and postsecondary levels that are targeting key tech- and STEM-related skill and talent development.

Key findings aligning the indicators of workforce demand and supply will be summarized for relevant high priority occupational workforce segments and a future-focused workforce and skills profiles will be developed for each. The workforce profiles will draw conclusions on the tech- and STEM-related skill needs of each cluster—utilizing key comparisons between established national clusters and their workforce and skills composition to frame where the region needs to go—and where the assessments are identifying key skills and workforce gaps for Greater Lexington.

To better understand workforce and talent demand, as well as key insights on talent supply sourcing, it is critical to complement quantitative analyses with qualitative outreach to Greater Lexington industry and educational leaders. TEconomy will conduct targeted interviews with a broad range of industry cluster, economic development, and education and workforce development leaders and stakeholders in Greater Lexington to probe on the identified industry cluster opportunities and associated workforce and talent needs to vet the opportunity set and to frame and inform strategic priorities. The discussions, proposed to total up to 40 one-on-one interviews via videoconference, will focus on the following (where relevant to a given stakeholder's position and organization):

- What are the key market and technology developments that will drive growth and future talent and skills demand in their respective cluster/technology area?
 - Do the economic development targets identified in Task 3 align with these drivers?
- What are the critical education and workforce development priorities for developing and growing regional development opportunities in their respective cluster/technology area?

- How is the region's innovation ecosystem working for their opportunity area? Are there factors or barriers that currently inhibit growth or company or talent attraction (e.g., infrastructure, shared-use facilities, workforce, regulatory, salary levels, other factors)?
- What are Greater Lexington's key strengths or selling points in this cluster/technology area?
- What are key development challenges the region must address in this opportunity area?

The interviews will be designed to complement the quantitative assessments and resulting intelligence garnered from Tasks 2-4 to hone in on strategic priorities and recommended actions for the region to address key workforce gaps.

Based on the information gathered in this task, TEconomy will also identify relevant best practices in training and certification programs, post-secondary degree programs, reskilling and upskilling programs for incumbent workers, and other workforce development initiatives from other regions that are relevant.

Leveraging the information collected and the insights gained from interviews, TEconomy will work to develop a set of strategic recommendations for the region to address workforce gaps and position itself competitively for future talent growth and retention in technology applications verticals. The preliminary recommendations will be discussed with Lexington-Fayette Urban County Government leadership so that there is the opportunity to provide guidance and oversight regarding which recommendations should be prioritized and advanced. This set of initial workforce development recommendations will serve as the basis for the development of subsequent policy and regulatory actions in Task 6 that align with each recommendation area.

Timeframe: Project Months 3-5

Deliverable: Workforce and situational profiles and identified critical gaps for emerging tech-driven and innovation-led clusters presented to Lexington-Fayette Urban County Government leadership team; final analysis to be incorporated into the final report. Summary results from outreach to regional stakeholders, and relevant set of initial workforce development recommendations for review and refinement.

Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings

The preceding tasks will provide the basis upon which to develop a comprehensive strategy for building and sustaining the Greater Lexington region's technology-related workforce and aligning strategic workforce development actions with forward-looking economic development opportunities. In consultation with Lexington-Fayette Urban County Government leadership, TEconomy will leverage the strategic recommendations developed in Task 5 as the basis for developing a set of specific policy and regulatory actions that reflect the data analyses, situational assessments, and associated key findings developed in each of the earlier tasks.

TEconomy will develop a set of actions, initiatives, and incentives for growing, attracting, and retaining technology talent in the Greater Lexington region based around the top line workforce development recommendations. For each action, TEconomy will detail:

- Rationale for the action, leveraging insights gathered from previous tasks.
- Best practice examples, including other potential regulatory and policy frameworks that have been successfully implemented and driven robust results in fostering technology-based growth.
- Design of the action, leveraging input from stakeholders, best practices, and market intelligence.
- Time frame and prioritization for actions.

The final report, including citations of data sources, will be made available as print- and web-ready PDF documents suitable for printing and distribution. TEconomy will not be responsible for printing the report. The report will include an Executive Summary.

In addition, TEconomy will develop a PowerPoint presentation of the key findings and strategy. TEconomy will present the Executive Summary of the report to the Lexington-Fayette Urban County Council and/or Council Committee.

Timeframe: Project Months 5-6

Deliverable: Final report in PDF format including citations of data sources. Executive Summary to be presented to the Lexington-Fayette Urban County Council and/or Council Committee.

Proposed Timeframe

The statement of work, as outlined herein, is proposed to be completed within six (6) months from receipt of a fully executed contract authorizing TEconomy to commence work. The following table outlines our proposed timeframe by task to complete the project along with the estimated level of effort each task will require.

| Task | Months | Hours |
|---|--------|-------|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | 1-6 | 16 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | 1-2 | 196 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | 1-2 | 156 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | 3-5 | 196 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | 3-5 | 204 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | 5-6 | 176 |

Company Profile

About TEconomy Partners, LLC

TEconomy is a comprehensive technology-based economic development consulting group whose principals have a more than 25-year track record in developing strategic plans, technology commercialization initiatives, development roadmaps, and workforce and talent support programs. Our clients include industry associations, state and local governments, universities, non-profits, university research park organizations, business development groups, and foundations around the world. At a national level, TEconomy's public policy services help clients, such as BIO, PhRMA, the Industrial Physics Association, Association of University Research Parks, and others navigate a range of issues, needs and opportunities.

What sets TEconomy apart from other consulting organizations is that we understand and appreciate the variations in culture and communications among and between industry, higher education, non-profit organizations, and government, with many in our group having worked in and across these sectors. The principals of TEconomy have a proven track record in local, state, and national strategic and analytical efforts across a broad-range of sectors and technologies, including (but not limited to): Advanced Analytics and AI; Advanced Manufacturing; Advanced Materials and Chemicals; Aerospace; Agriculture; Applied Physics; Autonomous Systems; Clean Tech; Defense and Homeland Security; Drugs and Biopharmaceuticals; Educational Technology; Energy; Food Manufacturing; Genomics; Geospatial Technology; Healthcare Technologies; Industrial Biotechnology; Information Technology and Communications; Maritime Systems; Scientific Technology and Instrumentation, and many others.

TEconomy has worked extensively with clients to assess the characteristics of labor forces and to translate them into policy recommendations deployed as a part of comprehensive economic and workforce development strategies. These studies have made extensive use of labor market data sources including from the Bureau of Labor Statistics (BLS); the Census Bureau's American Community Survey (ACS), including use of the Public Use Microdata Sample (PUMS); Emsi (now Lightcast) job postings analytics and other tools; as well as our own web-based corporate workforce surveys. In addition, TEconomy has led workforce strategies that leverage thorough qualitative assessments through interviews, facilitated focus groups, advisory committees, etc.

In the fourth quarter of 2015, TEconomy Partners, LLC was formed as an independent company, transitioning the complete staff and capabilities of the Technology Partnership Practice (TPP) from Battelle Memorial Institute. In 1990, Battelle formed TPP to serve state and local organizations, universities, non-profit technology organizations, industry and professional associations, and others in the assessment, design, and implementation of research and technology programs. Over time the practice evolved into a full-service assessment and strategy group including leading analysts and practitioners in innovation-based economic development. *Today that practice is TEconomy Partners, LLC.*

TEconomy's Ethics Code

TEconomy Partners LLC will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our Partners and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to TEconomy Partners LLC.

Furthermore, we aspire to create a company and a world where equality and inclusion are achievable for all, driving growth and creating value for not only our clients but also our employees through our work together.

TEconomy's Equal Opportunity Statement/Affirmative Action Plan

TEconomy Partners LLC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex (including transgender and transitioning status), sexual orientation, gender identity, pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

TEconomy' Acknowledgements

TEconomy acknowledges that the LFUCG is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of its statutory mandate.

TEconomy Organization Chart and Contact Information

TEconomy has been in continuous operation since 2015. TEconomy is a limited liability corporation with four equal partners. The day to day operations of the firm are overseen by its Managing Director, Deborah Cummings. Contact information is:

TEconomy Partners, LLC
8122 Blind Brook Ct.
Columbus, Ohio 43235
Deborah Cummings
Principal and Managing Director
614-395-3725
cummingsd@teconomypartners.com

Project Team Profiles

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. TEconomy's project team will be under the direction of Mr. Ryan Helwig, who will serve as Project Director, with specific responsibilities for:

- Supervising project staff on all phases of project
- Being a part of the project work on all phases of the project
- Ensuring high quality and timely completion of work
- Providing regular updates and status reports, and
- Serving as the main author of the final deliverable.

TEconomy has found it helpful to have a designated Project Manager, who can support the Project Director and provide back-up on day-to-day work issues. Mr. Joe Simkins will serve as Project Manager. In this role, Mr. Simkins will be responsible for coordinating outreach efforts and the overall integration of the analyses into final deliverables, in close collaboration with the Project Director.

The backgrounds of the individual members of the TEconomy Project Team are provided below.

Ryan Helwig is a Principal and Project Director at TEconomy. Mr. Helwig will serve as the Project Director and day-to-day point of contact for this proposed work. Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors. His experience encompasses an early career spent with the U.S. Department of Labor's Bureau of Labor Statistics and the Economic Policy Institute in Washington, D.C. followed by senior project management experience within Battelle's TPP prior to co-founding TEconomy in 2015. He has led biennial national report efforts with the Biotechnology Innovation Organization (BIO) since 2006, serving as a primary author and technical lead in this assessment of national and state-by-state bioscience industry and related ecosystem trends. He has conducted regional economic and impact analysis, competitive benchmarking assessments, and workforce strategy development for a range of clients, including the Massachusetts Life Sciences Center, Maryland Life Science Advisory Board, Oregon Workforce Investment Board, the Governor's Life Science and Global Health Advisory Council in Washington State, the North Carolina Biotechnology Center, Science Foundation Arizona, and the State of Indiana. His work has included a particular focus on workforce and STEM education issues. Mr. Helwig has an M.A. in Economics from The George Washington University and a B.S. in Business and Economics from Miami University. Mr. Helwig's level of effort for this engagement will be 124 hours.

Joe Simkins is a Senior Economist at TEconomy and will serve as the Project Manager for this proposed work. Mr. Simkins has an extensive background in statistics, advanced mathematics, data analysis, econometric modeling, and game theory applications. He specializes in developing applied microeconomic models for a wide variety of analysis needs including regional analysis, risk assessment, predictive choice theory, and behavioral analyses. Previously Mr. Simkins worked in the statistics and analytics group at Battelle where he implemented survey research design and developed predictive modeling approaches for a wide variety of government and commercial applications ranging from national defense to health care. Recently, Mr. Simkins has prepared the analytical cluster analyses for work with the Georgia Research Alliance, Maine Technology Institute and Iowa Partnership for Economic

Progress and undertook impact analysis for major TEconomy projects in North Carolina. Mr. Simkins received his M.A. in Applied Economics from the University of North Carolina – Greensboro and his BA in Economics at the University of North Carolina Chapel Hill. Mr. Simkin's level of effort for this engagement will be 248 hours.

Dylan Yetter is a Senior Research Analyst at TEconomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEconomy clients. Mr. Yetter joined TEconomy from his previous position as a graduate assistant in the Department of Sociology and Criminology at The Pennsylvania State University (Penn State). Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia. Mr. Yetter's level of effort for this engagement will be 164 hours.

Jonathan Dworin is a Project Manager at TEconomy. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and talent development programming, he brings a variety of perspectives to his work with TEconomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master's in Public Policy from the University of Minnesota and a Bachelor's in Social Relations and Policy from Michigan State University. Mr. Dworin's level of effort for this engagement will be 60 hours.

Kyle Kissinger is a Research Analyst at TEconomy supporting client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. Prior to joining TEconomy, Mr. Kissinger served as a Policy Researcher for the Mitsubishi Research Institute in Tokyo, Japan, focusing on international economic development through entrepreneurial innovation and public-private partnerships. Mr. Kissinger received both his B.A. in Political Science and his M.A. in International Economics from the University of California - San Diego. Mr. Kissinger's level of effort for this engagement will be 204 hours.

Mary Jane MacArthur is a Research Analyst with TEconomy. Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines. She received her B.S. in Economics from Brigham Young University and her M.S. Public Policy and Management – Data Analytics from Carnegie Mellon University. Ms. MacArthur's level of effort for this engagement will be 144 hours.

Resumes for each team member can be found in Appendix A.

Examples of Representative Work

Examples of recent projects with direct relevance to this proposed effort include the following:

Putting Tech to Work in Critical Industries: Indiana’s potential as a global leader for technology application and adoption. Building on longstanding support for the innovation and workforce initiatives administered under the Central Indiana Corporate Partnership (CICP), TEconomy was engaged by the central growth organization for Indiana’s tech industry, TechPoint, to conduct an assessment of tech industry strengths, future opportunities, and workforce dynamics across the state. TEconomy’s approach identified and profiled both “core tech” industries in traditional software and IT sectors in addition to “tech-enabled” sectors which were uncovered through detailed labor market analyses of the state’s tech workers and how they were being deployed. Labor market and industry analyses were supplemented by the creation of a customized inventory of Indiana’s technology firms and their competencies that highlighted key applications themes being advanced by industry. These analyses produced insights about the state’s specialization in generating and integrating an “embedded” tech workforce across key industry sectors outside of traditional tech products and services, such as tech-enabled engineering solutions being deployed in the state’s manufacturing sectors. TEconomy leveraged these key findings to recommend several target workforce segments for TechPoint to engage using a new “putting tech to work” strategic initiative.

Link to final report: <https://techpoint.org/indiana-putting-tech-to-work-critical-industries>

Reference:

Nathan Ringham
 Vice President, Research and Insights
 Central Indiana Corporate Partnership
 nringham@cicpindiana.com
 317-638-2440

Massachusetts Life Sciences Employment Outlook Report. Since 2021, TEconomy has developed an annual Massachusetts Life Sciences Employment Outlook report with the recent 2024 report highlighting several key emerging dynamics in the state’s life sciences workforce and outlining approaches that industry, educational, and government stakeholders can take to respond to ongoing market trends. The report outlines key findings about growing segments of the life sciences workforce as well as challenges and demand drivers facing Massachusetts employers across bioscience-related manufacturing, laboratory, university, and hospital segments of the industry that employ this specialized workforce. The report snapshots annual demand for key skills by major state employers, regional concentrations of various workforce segments, emerging trends in talent generation by state institutions, and analyses of topics such as graduate and worker retention. This report is used as the centerpiece of MassBioEd’s annual conference outlining emerging labor trends, with the 2024 report’s release generating positive feedback and coverage from industry and state workforce development stakeholders.

Link to final report: <https://www.massbioed.org/labor-market-information/>

Reference:

John Brothers
Senior Director of Workforce Development Strategy
Massachusetts Biotechnology Education Foundation
John.Brothers@massbioed.org
857-600-6453

Developing a Life Sciences Workforce Strategy for Washington. Following a 2017 assessment of Washington’s Life Sciences and Global Health workforce dynamics for the Washington Department of Commerce, Life Science Washington (LSW) approached TEconomy to develop a workforce strategy to address challenges in recruiting, hiring, and retaining talent based on the experiences of its constituent companies. TEconomy leveraged detailed labor market analytics and customized projections data to inform a set of “high demand, high priority” occupations across biomedical research, healthcare, and life science manufacturing-related industry clusters that are key demand drivers for workforce. TEconomy supplemented this analysis with conversations with Washington-based life science companies as well as a variety of university, community college, and workforce development stakeholders. After vetting these findings with LSW and Career Connect Washington leadership, TEconomy produced an overall set of five strategic priorities for meeting demand for talent from a growing life sciences industry, including detailed recommendations under each strategic priority that were used to inform investment in statewide workforce development programs.

Link to final report: <https://lifesciencewa.org/wp-content/uploads/2023/08/CCW-LSW-Life-Science-Workforce-Recommendations-final.pdf>

Reference:

Marc Cummings
President and CEO
Life Science Washington (LSW)
marc@lifesciencewa.org
206-456-9566

Developing a Comprehensive Workforce Strategy for Iowa’s Targeted Industry Clusters (ongoing). TEconomy has been engaged by the Iowa Economic Development Authority (IEDA) several times in recent years to develop new and updated strategic roadmaps and assessments across Iowa’s targeted industry clusters, including in technology and STEM-intensive industry applications areas such as biosciences, manufacturing 4.0, and educational technology (EdTech). Leveraging this work and updated analyses of labor market and talent generation dynamics, TEconomy is currently developing a comprehensive workforce strategy for the State of Iowa focused on key industry clusters that drive an outsized proportion of the state’s total economic activity. To support this work to date, TEconomy has generated detailed occupational workforce profiles for the labor force of each industry cluster, including skills mix, supply-demand alignment, and demographic trends which are driving current conditions. In partnership with IEDA as well as Iowa Workforce Development (IWD), TEconomy has conducted outreach to over 50 Iowa-based companies, economic development organizations, and educational

institutions as well as deployed an industry hiring and demand survey to a broad set of state companies. The project will culminate in development of a detailed strategic roadmap for the state’s workforce development efforts in target industry clusters that includes best practice examples from other states as well as recommendations for public policy and investment to scale existing programs.

Reference:

Debi Durham
 Executive Director
 Iowa Economic Development Authority and Iowa Finance Authority
 debi.durham@iowaeda.com
 515-348-6200

In addition to these four detailed examples, Table 1 highlights other relevant workforce focused assessments and strategic engagements performed by TEconomy, as well as in some cases the principals of TEconomy while with Battelle (prior to 2015).

Table 1: Recent Relevant Workforce and Talent-Focused Projects Conducted by the Principals of TEconomy

| Client | Title | Summary |
|---|--|---|
| AgriNovus Indiana | <i>Ensuring an Agbioscience Workforce for Indiana’s Future</i> | Understanding the ramifications of the agbioscience workforce shortage at the national level, AgriNovus Indiana engaged TEconomy to better understand its workforce needs. TEconomy developed a data-driven, fact-based understanding of the demand and supply of agbioscience workers in Indiana and the factors shaping how demand and supply can be more closely linked. A key finding from the analysis is that while Indiana’s talent generation in core agbiosciences occupations is aligned with demand, the industry struggles to attract talent in allied occupations, such as business and technology. As a result, TEconomy recommends a series of solutions that will help ensure that agbioscience industrial workforce needs are aligned with the higher education delivery system. These recommendations are now being implemented by AgriNovus through efforts such as Field Atlas, a career exploration platform that informs high school and college students about the kinds of diverse professions in the growing agbiosciences industry. |
| Arkansas Research Alliance and Arkansas Economic Development Commission | <i>Recommendations on Advancing the Economic Competitiveness of Data Analytics and Computing in Arkansas</i> | TEconomy was retained by the Arkansas Research Alliance and Arkansas Economic Development Commission to assist the Governor’s Blue Ribbon Commission in formulating a strategic plan for advancing data analytics and computing in Arkansas. The Blue Ribbon Commission involved senior executives from Arkansas’ major corporations, emerging new technology ventures, economic development agencies and public university systems. TEconomy facilitated discussions and commission member guidance, conducted a detailed assessment of Arkansas’ competitive position in data analytics and computing, benchmarked best practices |

| | | |
|---|---|--|
| | | <p>and helped to formulate key actions and an operating approach for a new public-private partnership effort. The Blue-Ribbon Commission’s Action Plan was presented to Governor Asa Hutchinson in late December of 2017. It recommended a five-year, \$25 million public-private partnership effort to recruit top talent, raise industry capabilities and generate more homegrown talent in data analytics and computing in Arkansas to raise the state as a leader in the transformation of existing industries through the application of data analytics and computing.</p> |
| <p>Coalition of State Bioscience Institutes (CSBI)</p> | <p><i>2021 and 2023 Life Sciences Workforce Trends Report (National)</i></p> | <p>TEconomy partnered with the Coalition of State Bioscience Institutes (CSBI) to take stock of the industry’s demand for talent and related themes emerging from a disruptive COVID pandemic year. The analysis and assessment leveraged detailed job postings of life sciences companies; a national life sciences industry hiring survey; and interviews with nearly 200 life sciences executives across the U.S. The report identified a set of key findings and themes that emerged from the assessment and included the life science industry’s continued economic resilience; the seismic shift to remote work; the elevated commitments to a more diverse and inclusive industry as a strategic priority; and the importance of industry-academic partnerships.</p> |
| <p>Indiana BioCrossroads</p> | <p><i>Impact of Talent on Innovation: Recent Trends and Implications for the Indy Metro</i></p> | <p>BioCrossroads commissioned the Battelle Technology Partnership Practice to take a detailed examination of the supply and demand for talent to drive innovation and economic growth for the Indy Metro. This effort draws on a wide variety of data sources on population dynamics, talent pipeline of recent graduates, innovation activities and industry trends. It considers the trends for the Indy Metro during the economic recovery and puts them into a comparative analysis with a set of regional benchmarks. The study then turns to the implications of its key findings and particularly how it relates to the new developments in place-based strategies to advance an innovation and talent ecosystem that drives economic development.</p> |
| <p>Central Indiana Corporate Partnership (CICP)</p> | <p><i>The Opportunity to Win the Global Competition for College-Educated Talent</i></p> | <p>This comprehensive study focused on how Indiana could better compete for college educated talent, assessing the alignment between recent college graduates and high-quality job opportunities in the state. The study brought together public data on occupational employment by industry, degree generation, and student migration patterns, along with specialized analyses of job vacancies and survey research of recent college graduates from Indiana working both in-state and out-of-state. Various strategies were identified to break the cycle of Indiana losing graduates. The results of the study helped inform the Lilly Endowment’s \$60+ million initiative to Indiana colleges and universities to help improve employment opportunities for college graduates.</p> |

| | | |
|---|--|---|
| <p>Maricopa Community Colleges (Phoenix)</p> | <p><i>Advanced Manufacturing Strategy for Greater Phoenix</i></p> | <p>Battelle undertook a very detailed analysis of the workforce education and training needs of advanced manufacturers in the Greater Phoenix area including electronics, aerospace, defense, semiconductor and the supplier chains to such key anchor industries. Up to three different individuals in a strategic sample of employers were interviewed (strategic, operational, human resources) and detailed information on various supply and demand issues was identified. Focus groups by industry sector were held and a detailed action plan was completed to enable the Community Colleges to better serve these advanced manufacturing industries. The strategy contributed to a multi-year NSF funding award for implementation of the action plan.</p> |
| <p>Oregon Workforce Investment Board</p> | <p><i>Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis</i></p> | <p>Battelle served as the technical lead for a study on "Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs Analysis." This study was commissioned by the Business and Economic Development Committee of the Oregon Workforce Investment Board as a strategic investment plan to drive and focus future areas of workforce investment. Through the use of core competency analysis, industry cluster analysis and detailed occupational and educational analysis, Battelle identified the economic drivers of Oregon's future economy, what workers with which skills will be needed, what capacity Oregon has now to generate workers in demand and where are the major gaps in the workforce system relative to technology and market opportunity areas.</p> |
| <p>Pharmaceutical Research and Manufacturers of America (PhRMA)</p> | <p><i>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines</i></p> | <p>Enhancing Today's STEM Workforce to Ensure Tomorrow's New Medicines, undertaken on behalf of the Pharmaceutical Research and Manufacturers of America (PhRMA), analyzes the biopharmaceutical industry's needs for, and cultivation of, STEM-related talent. The report details how innovative biopharmaceutical companies and their foundations are partnering with the nation's colleges and universities to foster the next generation of STEM talent. These partnerships are happening at all levels of the postsecondary pipeline from worker training programs to various certification and associate's programs through to master's and doctoral programs.</p> |
| <p>Prince George's County (MD) Planning Department of The Maryland-National Capital Park and Planning Commission</p> | <p><i>A Study of Occupational Shifts and Workforce Characteristics</i></p> | <p>Battelle prepared the 2011 <i>A Study of Occupational Shifts and Workforce Characteristics</i> report, a comprehensive analysis of workforce supply and demand conditions in Prince George's County Maryland. This project included an analysis of both labor market supply and demand conditions in the County, and the County's role in the regional economy and labor shed. This report included a detailed demographic analysis of the County's available workforce, the occupational demand of the County's employer community, the supply of a skilled and educated workforce from the County's K-12, community college, and public and private colleges and universities, and a gap analysis of key areas of occupational shortage.</p> |

**Washington State
Department of
Commerce**

*Assessing Washington's
Life Science and Global
Health Workforce
Dynamics: Enhancing
Connections and
Addressing the Skills Gaps
to Ensure Future Growth*

By mid-2016, the building challenges and concerns facing Washington's life science industry and global health sector had coalesced to such a point that the state's Department of Commerce, through its designated Industry Sector Lead and with the support of Governor Inslee, commissioned this study to develop a comprehensive baseline assessment and strategy for meeting Washington's current and future life science and global health workforce needs.

Cost Estimate

TEconomy proposes to conduct the services proposed herein for a fixed price of \$132,860.00 inclusive of all project-related costs including all labor, travel, and data-related costs. TEconomy proposes to invoice upon completion of each task. The price by task is provided in the following table.

| Task/Deliverable | Cost |
|---|------------------|
| Task 1: Project Kick-off Meeting, Information Gathering, and On-going Progress Reporting | \$3,280 |
| Task 2: Assessing the Current Industry Landscape and Assets in Tech-Driven Sectors—Developing a Detailed Regional Industry Cluster Analysis | \$26,800 |
| Task 3: Assessing the Current Labor Market Dynamics to Identify Trends in Tech Deployment Across Industries | \$20,100 |
| Task 4: Identification of Forward-Looking, Innovation-Led Economic Development Opportunities | \$23,400 |
| Task 5: Developing Detailed Talent Supply and Situational Profiles to Inform Workforce Development Opportunities | \$29,000 |
| Task 6: Preparation of the Final Report Outlining Policy and Regulatory Recommendations and Presentation of Key Findings | \$30,280 |
| Total Cost | \$132,860 |

Appendix A: Key Personnel Resumes

Complete resumes for all key TEconomy personnel who will be involved in providing the services outlined in this proposal are provided in the following pages.

RYAN HELWIG



PRINCIPAL AND PROJECT DIRECTOR

EDUCATION

M.A. Economics,
The George Washington University

B.S. Business-Economics,
Miami University

QUALIFICATIONS

Mr. Helwig is an accomplished economist and consulting professional with more than 20 years of experience spanning the public, private, and non-profit sectors, including the U.S. Department of Labor's Bureau of Labor Statistics, the Economic Policy Institute, and Battelle's Technology Partnership Practice prior to co-founding TEconomy. He has conducted and led industry cluster and workforce strategy development, regional economic and impact analysis, and competitive benchmarking assessments for a wide range of regional, state, and national clients. His work has included a particular focus on STEM workforce, talent, and education issues.

RELEVANT EXPERIENCE

PRINCIPAL AND PROJECT DIRECTOR

TEconomy Partners, LLC

- Projects include the development of strategic plans and innovation strategies related to industry cluster development; workforce and talent, economic impact, and core competency assessments for a variety of national, state, and regional clients, and industries that span the biosciences, agriculture, information technology, and advanced manufacturing.
- Conducts and manages detailed quantitative analyses of economic and innovation ecosystem data, assesses regional economic positioning, develops surveys, and models economic impacts for national and regional technology-based innovation and economic development strategies.

PROJECT DIRECTOR

Battelle, Technology Partnership Practice

- Ten years as a Senior Economist and Project Manager/Director across a wide range of technology-based economic development projects, including:
 - PhRMA-Battelle STEM Education Report, *Building a 21st Century Workforce to Develop Tomorrow's New Medicines*
 - Battelle-BIO *State Bioscience Jobs, Investments and Innovation* (Project Manager, Technical Lead & Co-author for 6 biennial national reports with BIO)
 - Science Foundation Arizona, *Annual Report Card of Arizona's Technology and Innovation Registry*
 - Iowa's Re-Envisioned Economic Development Roadmap
 - Indiana Study entitled *The Opportunity to Win the Global Competition for College Educated Talent*
 - *New York's Bioscience Cluster: Industry Position & Workforce Assessment of the Upstate Region*
 - *Feasibility Assessment and Master Plan for Advancing the Bioscience Industry Cluster in Los Angeles County*
 - *Priming Oregon's Talent Pipeline: Oregon Future Workforce Needs*

ECONOMIST

U.S. Bureau of Labor Statistics, Division of Labor Force Statistics

- Worked on the Current Population Survey (CPS), conducting economic research and analysis of U.S. labor force data. Briefed foreign government officials and business professionals on the CPS and other BLS surveys.
- Wrote national *Employment Situation* news releases and published articles on Displaced Workers in the Monthly Labor Review. Prepared briefing materials for the Secretary of Labor and the Chief Economist of the U.S. Dept. of Labor on the monthly Employment Situation data, older workers, displaced workers, and the employment situation of veterans.

RESEARCH ASSISTANT

Economic Policy Institute

- Provided research assistance to economists, analyzed large data sets (Labor Market, Macroeconomic, International) to aid economists with articles, books, and presentations, including Congressional Testimony.

JOSEPH SIMKINS



SENIOR ECONOMIST

EDUCATION

M.A. Applied Economics,
University of North Carolina

B.S. Economics,
University of North Carolina

QUALIFICATIONS

Mr. Simkins is an economist with an extensive background in technology-based innovation development planning. He has been a technical lead and subject matter expert on a variety of projects for TEconomy and Battelle, including core competency assessments, economic impact analyses, and policy evaluations. He specializes in the application of machine learning and advanced statistical models to develop strategic insights into trends in innovation and economic development, and is also experienced in implementing simulation models to inform economic impact analyses.

RELEVANT EXPERIENCE

SENIOR ECONOMIST

TEconomy Partners, LLC

- Lends valued expertise in economic impact modeling, advanced quantitative analyses of core competencies and innovation trends, big data handling, survey-based research, and design of applied modeling and simulation projects.
- Works across a varied spectrum of technological and scientific disciplines, ranging from biosciences to national security, that encompasses the array of technologies and strategies that drive economic development and industry growth and allows development of insights into technology futures forecasting.
- Key project work includes:
 - Pittsburgh Autonomy Cluster Initiative – Led creation of a strategic initiative for regional innovation and economic development stakeholders that characterized the national market for emerging mobile autonomous systems technologies and identified regional competencies and gaps as a part of a detailed strategic plan to grow the region’s industry base.
 - Indiana Artificial Intelligence Strategy – Led development of a comprehensive strategy that benchmarked the national innovation landscape in AI-related technologies and developed a framework to align collaborative industry-university initiatives and talent pipelines with disruptive trends in machine intelligence and data sciences.
 - Oklahoma City Innovation District Strategy – Analyzed the core competencies and innovation assets of the Oklahoma City region to inform economic development and placemaking recommendations for positioning the city’s innovation district for sustainable growth.
 - Greater Houston Middle Skills Workforce Study – Analyzed the region’s middle skills workforce segments and developed a framework for targeted upskilling of labor segments based on forecasted employment conditions for specific occupational roles

SENIOR ECONOMIST

Battelle, Technology Partnership Practice

- Served as technical lead on a variety of economic development, science and technology strategy, and core competency assessment projects.
- Worked in conjunction with various business units at Battelle to lead projects as a subject matter expert in economic impact analysis, risk assessment, and complex systems simulation.
- Key project work included:
 - Cummings Research Park Strategic Opportunities Plan – Served as technical lead in crafting and validating technology-based strategic innovation opportunity areas for integration into research park master planning updates.
 - Georgia Research Alliance – Principal analyst in work involving identifying bioscience industry needs for university collaborations and Georgia’s assets in targeted areas of bioscience development.

DYLAN YETTER



SENIOR RESEARCH ANALYST

EDUCATION

M.A. Sociology and Demography,
The Pennsylvania State University

B.A. Sociology and Political Science,
The State University of NY at Fredonia

QUALIFICATIONS

Mr. Yetter specializes in quantitative data analysis, from data collection through to the presentation of findings. He has significant experience in analyzing socioeconomic and demographic data using a broad range of sources and advanced methods. His work provides context to projects and explores the unique environments in which clients operate. Mr. Yetter also develops data visualizations and maps, designs presentations, and contributes to written analyses of project findings.

RELEVANT EXPERIENCE

SENIOR RESEARCH ANALYST

TEconomy Partners, LLC

- Supports project goals by collecting, organizing, vetting, and analyzing primary and secondary data sources, often as the lead data analyst and point person.
- Synthesizes findings from multiple data sources to produce multifaceted analyses in key areas, such as socioeconomic benchmarking and innovation ecosystems.
- Creates, organizes, and maintains databases by collecting and combining disparate sources of data using advanced Microsoft Excel, Microsoft Access, and R.
- Designs, tests, and distributes surveys in Qualtrics to build proprietary datasets to address clients' needs that cannot be met through other publicly available sources.
- Utilizes data from a variety of sources and data structures, including federal agencies (Bureau of Labor Statistics, U.S. Census Bureau, Bureau of Economic Analysis, National Science Foundation), survey data, client program data, venture capital data, and other economic and demographic sources.
- Develops data visualizations and maps using Excel and Tableau to illustrate project findings.
- Designs presentations and contributes to written analyses of findings to share conclusions and recommendations with clients.
- Writes literature reviews of qualitative data to provide deeper context for quantitative assessments.

GRADUATE RESEARCH ASSISTANT

*The Pennsylvania State University (Penn State)
Department of Sociology and Criminology*

- Conducted academic research that focused on the topics of health, immigration, and demography.
- Cleaned and analyzed large and complex datasets with longitudinal and multilevel structures.
- Presented findings to colleagues and collaborators through written and oral presentations.
- Collaborated on several research teams by providing data analysis and other feedback to support joint project efforts.
- Wrote synthesized reviews of scientific literature and assessed the state of literature for further examination into important topics.
- Utilized demographic techniques as well as other complex procedures designed to account for sampling design challenges, which allowed for data analysis to account for more comprehensive sets of variables.

JONATHAN DWORIN



PROJECT MANAGER

EDUCATION

M.A. Public Policy
University of Minnesota

B.A. Social Relations and Policy
Michigan State University

QUALIFICATIONS

Mr. Dworin has dedicated his career to improving economic conditions by striving to make public-private investments in innovation-based programs more efficient while achieving greater impact. Blending qualitative and quantitative analysis, Mr. Dworin's work focuses on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming to advance innovation-based economic development. Prior to joining TEconomy, Mr. Dworin worked with SSTI researching best practices in innovation-driven economic development and supporting public-private partnership efforts at universities and federal labs.

RELEVANT EXPERIENCE

PROJECT MANAGER

TEconomy Partners, LLC

- Works with TEconomy's principals to effectively manage projects focused on innovation-led economic development and informed public policy.
- Conducts research on innovation, entrepreneurship, and industry dynamics to help strategically position competitive assets, working with groups like Business Oregon, Missouri Technology Corporation, Indiana Economic Development Corporation, Prince George's County (MD) Economic Development Corporation, and Greater Louisville Inc.
- Complements quantitative analyses with insight garnered from interviews, surveys, focus groups, literature reviews, and other sources to develop economic and functional impact assessments for universities and other institutions, such as Kansas State University, the University of Arizona, BioCrossroads (IN), and Innovation Quarter (NC).
- Contributes to targeted industry strategies across sectors, in fields ranging from bioscience to food innovation, and with groups such as the Iowa Economic Development Authority, Greater Oklahoma City Chamber of Commerce, and the Center for Innovative Food Technology.
- Synthesizes analyses to help inform facilities and research park planning for colleges and universities, including University of Minnesota's FAARM (Future of Advanced Agricultural Research in Minnesota), University of Wisconsin, University of Nebraska, University of Connecticut, Clemson University, and UT-San Antonio.

POLICY ANALYST

State Science and Technology Institute (SSTI)

- Researched and communicated trends and best practices in technology-based economic development to practitioners and policymakers.
- Managed relationships with federal, state, and regional economic development initiatives that support science, technology, innovation, and entrepreneurship.

GRADUATE RESEARCH ASSISTANT

University of Minnesota, Humphrey School of Public Affairs

- Provided project management and research support for the State and Local Policy Program, with an emphasis on how the development of industry clusters can support regional economic competitiveness.
- Worked alongside McKinsey consultants as a member of a nine-person project team developing the strategic plan for Greater MSP, the Minneapolis-St. Paul Regional Economic Development Partnership.

RESEARCH ASSISTANT

Michigan State University Land Policy Institute (LPI)

- Supported research for the Rebuilding Prosperous Places Initiative, a university-led public private partnership that focused on sustainable economic development, placemaking, and industrial revitalization.

KYLE KISSINGER



RESEARCH ANALYST

EDUCATION

M.A. International Affairs,
University of California – San Diego

B.A. International Studies,
University of California – San Diego

QUALIFICATIONS

Mr. Kissinger supports client engagements by collecting, organizing, vetting, and analyzing quantitative and qualitative data. Through advanced data analysis, Mr. Kissinger is able to synthesize findings from disparate datasets to provide context to our work and solve problems unique to each project. His findings are integral to the development of data-driven strategies and recommendations delivered to clients. His experience in multiple policy fields (including energy, automation, and innovation-driven economic growth) as well as work experience in multiple countries with varying degrees of development provides him with a unique perspective regarding how to catalyze technological adoption and sustainable economic development.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Works with TEconomy to provide effective, accurate, and concise data analysis across multiple industry sectors and time points in order to encourage successful and sustainable economic development.
- Conducts sector and technology benchmarking across the U.S. and around the globe, including analysis of public/private partnerships, technology deployment and commercialization, and talent, workforce development, and educational initiatives.

POLICY RESEARCHER

Mitsubishi Research Institute, Inc.

- Collected a wide variety of data across Japan utilizing government and executive interviews, domestic and international datasets, and deep single-business case studies.
- Analyzed sector-wide technological adoption, including the advent of additive manufacturing in the food and energy sectors as well as the adoption of tourism-focused non-fungible tokens (NFTs).
- Hosted and managed monthly discussion events between industry executives, academic experts, and researchers in order to establish both a rapport between different innovators and to diversify pursued solutions.
- Built collaboratively a yearly Listings of Societal Issues that evaluated global issues, including climate change, educational inequality, a lack of disaster preparedness, and inequitable access to nutrition, and showcased successful startups working to provide solutions and new technologies.
- Developed and updated semiannually an “innovation climate” report containing more than 800 startups, expert testimonies and interviews, and policy proposal analyses.

RESEARCH ASSISTANT

*University of California – San Diego
School of Global Policy and Strategy*

- Contributed to a national security report concerning military and terrorist usage of 3D printing to facilitate weaponry production, regulation avoidance, and smuggling potential.
- Produced databases and reports based on government data, field work (including direct data gathering on-site), and expert testimonials to benchmark multiple G8 countries in their policy responses and the impact of 3D printing on the military economic presence.

MARY JANE MACARTHUR



RESEARCH ANALYST

EDUCATION

M.S. Public Policy and Management
– Data Analytics,
Carnegie Mellon University

B.S. Economics,
Brigham Young University

QUALIFICATIONS

Ms. MacArthur specializes in data analytics and supports client engagements by gathering data and building models for projects, including efforts related to core competency assessments, economic impact studies, and workforce analyses. Ms. MacArthur utilizes her background in economics and data science to provide quantitative insights into clients' individual challenges and identify drivers of regional economic growth. She specializes in using machine learning and econometric models to assess economic trends and future development potential, in addition to her work in engineering effective data pipelines.

RELEVANT EXPERIENCE

RESEARCH ANALYST

TEconomy Partners, LLC

- Performs analyses including industry cluster and core competency assessments, economic and functional impact modeling, and workforce analysis.
- Works with a variety of clients including universities, non-profit research institutes, and economic development organizations to research the economic potential and impact of scientific disciplines such as bioscience, agriculture, advanced manufacturing, and logistics.
- Builds effective, semi-automated data pipelines and incorporates current technology and best practices into the data management system.

DATA ENGINEER INTERN

Allegheny CountyStat

- Developed script to publish database tables as feature layers in ArcGIS online and continuously update layers with current data.
- Wrote and updated Python scripts to help automate the process of archiving obsolete data tables.
- Used various software tools to manage data pipelines and maintain security and consistency throughout the data lifecycle.

DATA GOVERNANCE INTERN

Federal Energy Regulatory Commission

- Performed quality assurance and developed visualizations on formal proceedings data. Created Power BI dashboards, many of which included embedded visuals created in R.
- Promoted the Federal Data Strategy by assisting other program offices with cataloging their data assets and populating metadata.

COMMUNITY DEVELOPMENT INTERN

Lawrenceville Corporation

- Contributed to a report on community development in Pittsburgh's Lawrenceville neighborhoods. Work included:
 - Reached out to Lawrenceville residents and stakeholders for insights into neighborhood changes and policy priorities.
 - Collected, validated, and analyzed a variety of quantitative and qualitative data on local demographics, economic activity, housing, and transportation infrastructure.
 - Created data visualizations and wrote accompanying text.

RESEARCH ASSISTANT

Brigham Young University Department of Economics

- Digitized historic records using natural language processing.
- Collected data and performed regression analysis for studies on a variety of topics, such as education and school nutrition.

Appendix B: American Rescue Plan Act Amendment 1

TEconomy's Certification for Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act can be found on the following pages.

AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

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

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

8-14-2024

Date

Appendix C: Affidavit

TEconomy's signed and notarized affidavit can be found in the following pages.

AFFIDAVIT

Comes the Affiant, Deborah E. Cummings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Deborah E. Cummings and he/she is the individual submitting the proposal or is the authorized representative of TE Conomy Partners, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Deborah E. Cummings

STATE OF Ohio

COUNTY OF Franklin

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

by Deborah E. Cummings on this the 14 day
of August, 2024.

My Commission expires: 08-17-2024

Timothy Michael Williamson
NOTARY PUBLIC, STATE AT LARGE



Appendix D: Equal Opportunity Agreement

TEconomy's signed Equal Opportunity Agreement can be found in the following pages. TEconomy acknowledges that we have read and understand the provisions contained herein.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

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

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

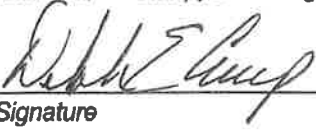
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

TE Group Partners, LLC

Name of Business

Appendix E: Current Workforce Analysis Form

TEconomy's signed Current Workforce Analysis Form can be found on the following page.

WORKFORCE ANALYSIS FORM

Name of Organization: TEconomy Partners, LLC

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African- American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | | |
|------------------|-------|--------------------------------------|---|-----------------------|---|--|---|---|---|---|---|--|---|--|---|-------|---|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F | |
| Administrators | | | | | | | | | | | | | | | | | | |
| Professionals | 9 | 7 | 2 | | | | | | | | | | | | | | 7 | 2 |
| Superintendents | | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | | |
| Protective | | | | | | | | | | | | | | | | | | |
| Para- | | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | | | | | | | | | | | | | | | | |
| Skilled Craft | | | | | | | | | | | | | | | | | | |
| Service/Maintena | | | | | | | | | | | | | | | | | | |
| Total: | | | | | | | | | | | | | | | | | | |

Prepared by: *Robert E. Camp* Date: 8/14/2024
 (Name and Title)

Revised 2015-Dec-15

Appendix F: LFUCG MWDBE Participation Forms and Statement of Good Faith Efforts

TEconomy will have full responsibility for managing the project, developing, and implementing the methodology, analyzing the data, and preparing both interim and final deliverables. Due to the depth and breadth of TEconomy's team, we will not be subcontracting any of the work elements. As a result, the MWDBE Participation Goals are not applicable to this bid.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 46-2024

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

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

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

TEconomy Partners, LLC
Company

8/14/2024
Date


Company Representative

Principal and Managing Director
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 46-2024

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

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

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

TEconomy Partners, LLC
Company

8/14/2024
Date


Company Representative

Principal and Managing Director
Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 46-2024

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

| | |
|-----------------------------------|--------------------------------------|
| Company Name N/A | Contact Person N/A |
| Address/Phone/Email N/A | Bid Package / Bid Date N/A |

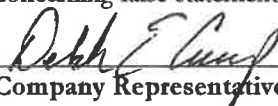
| MWDBE Company Address | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|-----------------------|----------------|---|----------------|--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

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

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

TEConomy Partners, LLC
Company

8/14/2024
Date


Company Representative

Principal and Managing Director
Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 46-2024

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

TEconomy Partners, LLC

Company

8/14/2024

Date

Company Representative

Principal and Managing Director

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 46-2024

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

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

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

_____ Attended LFUCG Procurement Economic Inclusion Outreach event

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

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

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

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

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

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

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

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

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

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

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

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

TEconomy Partners, LLC

Company

8/14/2024

Date



Company Representative

Principal and Managing Director

Title

Appendix G: General Provisions

TEconomy's signed General Provisions can be found in the following pages.

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

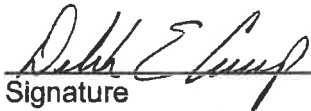
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.


Signature

8-14-2024
Date

FIRST AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

THIS FIRST AMENDMENT TO THE PURCHASE OF SERVICE AGREEMENT (“Amendment”), dated as of this 30th day of April, 2025, is made by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government created pursuant to KRS Chapter 67A, whose principal address is 200 East Main Street, Lexington, Kentucky 40507 (“LFUCG”); and **TECONOMY PARTNERS, LLC**, an Ohio corporation, (“Organization”) with offices located at 8122 Blind Brook Ct., Columbus, Ohio 43235.

WITNESSETH:

WHEREAS, LFUCG and the Organization (collectively, “the Parties”) entered into a certain Purchase of Service Agreement dated October 7, 2024, and related documents (“Agreement”), which is attached and incorporated herein as **Exhibit A**.

WHEREAS, the Parties wish to extend the term of the Agreement until June 30, 2025.

WHEREAS, in accordance with Section 19 of the Agreement, the Parties desire to memorialize an amendment to the Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. All terms used and not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.
2. Section 1 of the Agreement shall be amended to read as follows:
 1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on October 7, 2024, and shall last through June 30, 2025.
3. The Parties shall work in good faith to amend the “proposed timeframe” provided on labeled page 13 of Exhibit B of the Agreement (page 63 of the Agreement) to account for the extension of time provided in Section 2, above. The extension provided in Section 2, above, shall not result in an increase or change of any kind in the cost of the services as provided in the Agreement.
4. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government, the and the Organization have executed this First Amendment to the Purchase of Service Agreement as of the day, month and year first above written.

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: Linda Gorton

Printed Name: Linda Gorton

Title: Mayor

ATTEST:

Deputy Maackenzie Steck
Council Clerk

ORGANIZATION:

TECONOMY PARTNERS, LLC

By: Deborah E. Cummings

Printed Name: Deborah E. Cummings

Title: President _____

COMMONWEALTH OF KENTUCKY)

COUNTY OF Franklin)

The foregoing First Amendment to the Purchase of Service Agreement was sworn to, subscribed and acknowledged before me on this 1 day of May, 2025, by Deborah Cummings of **TEconomy Partners, LLC**, for and on behalf of said company.



Brittany Masper

Notary Public

My commission expires: May 24, 2028

Notary # 2023-BE-964232